

**REAL ESTATE SUMMARY
FEDERAL AVIATION ADMINISTRATION
ANNETTE ISLAND FAA STATION
ANNETTE ISLAND, ALASKA**

**Contract No. DTFA04-90-C-20014
Task Order No. 4**

May, 1992

Prepared For:

**FEDERAL AVIATION ADMINISTRATION
222 West 7th Avenue, #14
Anchorage, Alaska 99513-7587**



ecology and environment, inc.

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International Specialists in the Environment

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APPENDIX B

REAL ESTATE SUMMARY/MAP

Real estate information was collected through a real estate file search of FAA Air Navigation Stations. The purpose of this search was to define and document former FAA real property holdings and current FAA real property interests at this FAA station. The chain of ownership or leaseholds prior or subsequent to FAA's involvement with real estate parcels was not investigated. Documents obtained primarily from FAA records are referenced numerically in the following tables. Additional information was gathered from the U.S. Department of Interior, Bureau of Land Management (BLM).

Table B-1, FAA Real Estate Summary, is a chronological abstract of all documents found that are relevant in determining the former and current FAA real property holdings. In cases where the original document was not obtained, reference is made to a secondary source. Included in the table is the document number, the effective date of the document, and a summary of relevant information. The documents will be presented to FAA under separate cover as an appendix to each Environmental Compliance Investigation Report (ECIR).

Table B-2, Real Estate Facility/Site Summary, briefly depicts the history of each facility/site formerly or currently held by FAA as indicated through FAA and BLM documents. The table lists the facility/site name, followed by the document number as indexed in Table B-1. Transaction dates are included to show when changes in real estate holdings were executed, along with a running total of acres held by FAA per facility/site. Each property transaction referenced is identified with comments, and the current status of each facility/site is listed in the final column.

Under this task order, real estate holdings are divided into two categories to conform to FAA functional nomenclature and include:

Acreage Owned

- Real estate acquired by FAA pursuant to such mechanisms as Public Land Order (PLO), Air Navigation Site Withdrawal (ANSW), Reservation in Patent (deed reservation), BLM Right-of-Way Grant, FAA purchase and certain real property acquired under certain less-routine mechanisms than those listed above.

Acreage Leased

- Real estate held by FAA pursuant to a lease, a license (a State of Alaska term used in the past for a lease), an agreement, a Memorandum of Understanding (MOU), an easement, a permit, or real property held under certain less-routine mechanisms than those listed above.

An accompanying real estate map (Figure B-1) delineates properties formerly owned or leased and currently owned or leased by FAA. The acreage of all facilities/sites currently held by FAA is included.

The following defines acronyms and abbreviations commonly found in FAA real estate transactions:

ACRONYMS

DEFINITION

ALS	Approach Lighting System
ANS	Air Navigation Station
ANSW	Air Navigation Site Withdrawal
ATCT	Air Traffic Control Tower
CRM	Copper River Meridian
DF	Directional Finder
DOT-PF	Alaska Department of Transportation and Public Facilities
EO	Executive Order
FSS	Flight Service Station
GS (or GSI)	Glide Slope (Indicator)
GSA	General Services Administration
HF	High Frequency
H-Marker	Nondirectional Radio Beacon
IC	Interim Conveyance
LOC	Localizer
MALS	Medium Intensity Approach Lighting System
MALSR	MALS with Runway Alignment Indicator Lights
MOU	Memorandum of Understanding
NA	Not Applicable
NDB	Nondirectional radio beacon
NOI	Notice of Intent
PLO	Public Land Order
QCD	Quitclaim Deed
RAIL	Runway Alignment Indicator Lights
RCAG	Remote Center Air/Ground Communications Facility
RCO	Remote Communications Outlet
REIL	Runway End Identification Lights
ROW	Right-of-Way
RTR	Remote Transmitter and/or Receiver Facility
RVR	Runway Visual Range
SALS	Short Approach Lighting System
SBRAZ	Low/medium frequency Adcock Radio Range
SRA	Low/medium frequency Adcock Radio Range
TACAN	Tactical Air Navigation Station
VASI	Visual Approach Slope Indicator
VHF	Very High Frequency
VOR	Very High Frequency Omnidirectional Range Station
VORTAC	Co-located VOR and TACAN

<p align="center">Table B-1</p> <p align="center">REAL ESTATE SUMMARY</p> <p align="center">ANNETTE ISLAND FAA STATION</p> <p align="center">TASK ORDER NO. 4</p> <p align="center">ANNETTE ISLAND, ALASKA</p>		
Document Number	Date of Document	Summary
1	August 6, 1940	Temporary Use Agreement between Secretary of Interior and Secretary of War for use of that portion of the southwest peninsula of Annette Island lying south of North Latitude 55 05' 45", bounded by Tamgas Harbor on the east and Nicholas Passage on the west, containing 15.2 square miles. The War Department chose this property as the most feasible location for placement of an operating airfield in the vicinity of Ketchikan.
2	February 5, 1947	Letter from Under Secretary of War to Assistant Secretary of Commerce in response to request for transfer of Airport and radio facilities at Annette Island. The Civil Aeronautics Administration will enter into a lease with Metlakatla Indians for the use of their land (4,880 acres) and will permit Army and Navy aircraft transient privileges at the airfield.
3	December 13, 1948	Contract No. C5ca-284-A leases 4,880 acres of land to FAA from Metlakatla Indians for the operations and maintenance of an airport, navigational facilities and related sites.
4	December 24, 1954	Supplemental Agreement #1 to Contract No. C5ca-284-A adds a power line right-of-way.
5	March 15, 1957	Supplemental Agreement #2 to Contract No. C5ca-284-A amends the power line right-of-way.
6	December 1, 1961	Supplemental Agreement #3 to Contract No. C5ca-284-A cancels Supplemental Agreements #1 and #2 and grants Alaska Telephone Corporation a right to use the lessor's pole line within the power line right-of-way.
7	February 20, 1963	Supplemental Agreement #4 to Contract No. C5ca-284-A enlarges the area of the original lease, adding 68.870 acres to the north boundary of the lease for the construction of a VORTAC.
8	January 1, 1964	ANNETTE ISLAND Status of Facilities describes an office building under a use permit and located in U.S. Coast Guard Hanger, a utility building, housing buildings and associated FAA real properties.
9	February 17, 1965	Supplemental Agreement #5 to Contract No. C5ca-284-A decreases the area under lease by 94.46 acres to allow for Annette Airport-Metlakatla Road right-of-way.
10	July 1, 1965	Supplemental Agreement #6 to Contract No. C5ca-284-A deletes 1.0 acre from the lease for use as an electric power generation site.
11	July 1, 1965	Supplemental Agreement #7 to Contract No. C5ca-284-A decreases the area under lease by deleting 84.9 acres at Moss Point.
12	July 1, 1969	Supplemental Agreement #8 to Contract No. C5ca-284-A decreases the area under lease by 485 acres.
13	February 27, 1973	FAA Internal Memo from AAL-421 to AAL-50 regarding facilities to be retained at Annette Island after July 1, 1973. Facilities include RCAG, RTR, SRA and VORTAC.

<p align="center">Table B-1</p> <p align="center">REAL ESTATE SUMMARY</p> <p align="center">ANNETTE ISLAND FAA STATION</p> <p align="center">TASK ORDER NO. 4</p> <p align="center">ANNETTE ISLAND, ALASKA</p>		
Document Number	Date of Document	Summary
14	July 16, 1973	Deletion of Title 14, Chapter I, Part 167 - ANNETTE ISLAND, ALASKA, AIRPORT, Docket No. 13037, is initiated in response to the opening of Ketchikan Airport, which is expected to accept all large air carrier aircraft landings and a considerable number of other landings previously made at Annette Island Airport. Annette Island Airport will continue to be available for aircraft after July 31, 1973 in an unlighted and unattended condition.
15	November 23, 1973	Negative Environmental Declaration for the proposed termination of the 1948 lease, a new lease for the en-route navigational aids including VOR, RCAG, SBRA Range and Remote Receiver, and assumption of operation of the Annette Island Airport by the Metlakatla Indian Community. The instrument landing system including localizer, glide slope and markers is to be decommissioned.
16	December 1, 1973	Termination Agreement between the Metlakatla Indian Community and the United States of America ends the lease established in 1948. Document is unsigned.
17	December 1, 1973	Assumption Agreement provides for the release and transfer all rights, powers, privileges and benefits associated with Annette Island Airport from FAA to the Metlakatla Indian Community.
18	December 1, 1973	Lease No. DOT-FA73-AL-8046 between Metlakatla Indian Community and The United States of America whereby the government leases 91.82 acres for a new VOR site, 46.14 acres for a Remote Receiver, 10 acres for a SBRA Range and 5.7 acres for a RCAG.
19	July 12, 1978	Amendment #1 to Lease No. DOT-FA73-AL-8046 enlarges the leased property to include a Directional Finder site of 5.58 acres and establishes a 20 foot wide cable right-of-way from the RCAG site to the SBRA site.
20	February 2, 1986	Amendment #2 to Lease No. DOT-FA73-AL-8046 adds to the lease 0.92 acres for a Directional Finder site.
21	October 1, 1986	Amendment #3 to Lease No. DOT-FA73-AL-8046 deletes the Directional Finder site containing 5.58 acres from the lease.
22	September 6, 1989	Amendment of Solicitation/Modification of Contract deletes the Remote Receiver, consisting of 46.14 acres from Lease No. DOT-FA73-AL-8046.
23	September 13, 1989	Transfer Agreement, Contract No. DTFA-89-B-89008, transfers Building No. 411 and associated real property to Metlakatla Indian Community in lieu of restoration of the land.

Table B-2

**FAA FACILITY/SITE SUMMARY
ANNETTE ISLAND FAA STATION
TASK ORDER NO. 4
ANNETTE ISLAND, ALASKA**

Site Name	Document No.	Transaction Dates	Acres	Comments	Current Status
Airport	2, 3	December 13, 1948	4,880	Civil Aeronautics Authority takes over control of airport from War Department and enters into a lease with Metlakatla Indian Community.	previously leased
	8			Office in Coast Guard Hanger under use permit dated January 22, 1959, utility building and housing buildings owned and some new buildings constructed by FAA.	
	17	December 1, 1973		Assumption Agreement in 1973 places Metlakatla Indian Community in control of Airport.	
VORTAC	7	February 20, 1963	68.87	Added to original Contract No. C5ca-284-A in Supplemental Agreement #4.	91.82 acres currently leased
	13, 15, 18	December 1, 1973 - June 30, 1993	91.82	Retained after transfer of airport to Metlakatla Indian Community. Currently located on 91.82 acres in Lease No. DOT-FA-73-AL-8046.	
RCAG	2, 3	December 13, 1948	5.7	Land included in original FAA Contract No. C5ca-284-A.	5.7 acres currently leased
		December 1, 1973 - June 30, 1993		Retained after transfer of Airport to Metlakatla Indian Community in Lease No. DOT-FA73-AL-8046.	
DF	19	July 12, 1978	5.7	Added to Lease No. DOT-FA73-AL-8046 by Amendment #1.	0.92 acre currently leased
	20	February 2, 1986		A new DF site was added to the lease in Amendment #2.	
	21	October 1, 1986 - June 30, 1993	0.92	The older DF site was deleted from the lease in Amendment #3.	

Table B-2 FAA FACILITY/SITE SUMMARY ANNETTE ISLAND FAA STATION TASK ORDER NO. 4 ANNETTE ISLAND, ALASKA					
Site Name	Document No.	Transaction Dates	Acres	Comments	Current Status
Remote Receiver	3, 15, 18	December 13, 1948	46.14	Land included in original FAA Contract No. C5ca-284-A and retained after transfer of Airport to Metlakatla Indian Community in Lease No. DOT-FA73-AL-8046.	previously leased
	22	September 6, 1989		Deleted from lease on September 6, 1989.	
NDB/H-Marker SBRA	3, 13, 15, 18	December 13, 1948 - June 30, 1993	10	Land included in original FAA Contract No. C5ca-284-A and retained after transfer of Airport to Metlakatla Indian Community in Lease No. DOT-FA73-AL-8046.	10 acres currently leased
Easements	4, 5, 6, 19	Not summarized			
SBRA (NDB/H-Marker)	2, 3	December 13, 1948	10	Land included in original FAA Contract No. C5ca-2840A.	10 acres currently leased
	13, 15, 18	December 1, 1973		Retained after transfer of airport to Metlakatla Indian Community in Lease No. DOT-FA73-AL-8046.	

Document No. 1

AMERICAN AIR FORCE

On September 30, 1955, the Secretary of the Interior was informed that the Department of Defense had received information that on September 29, 1955, a B-29 bomber was sighted in the vicinity of Alaska, and that the location of the entire formation was such that the only possible location for the operating base of the type required for Army aviation is on the portion of Alaska Island, north of the village of Nalaeahua, and

WHEREAS, by section 17 of the Act of March 3, 1897 (30 Stat. 161), Alaska Island was declared to be a national preserve, and the Department of the Interior is authorized to regulate the use of such land and to prevent the same from being used for any purpose other than that authorized by law, and

AND WHEREAS, the Department of the Interior is authorized to regulate the use of such land and to prevent the same from being used for any purpose other than that authorized by law, and

AND WHEREAS, the Department of the Interior is authorized to regulate the use of such land and to prevent the same from being used for any purpose other than that authorized by law, and

NOW, THEREFORE, I, the Secretary of the Interior, do hereby authorize the Department of the Interior to regulate the use of such land and to prevent the same from being used for any purpose other than that authorized by law, and

1. The Department of the Interior is authorized to regulate the use of such land and to prevent the same from being used for any purpose other than that authorized by law, and

the aviation field, prompt action shall be taken by the Secretary of the War with the view of making proper adjustment of the claims arising out of such damage or injury to the extent of appropriations which are unavailable for the purpose.

3. It is further agreed and understood that this permit shall not operate to diminish in any way the fishing rights of the Indians in the waters adjacent to the area involved.

4. It is further understood that this permit shall be operative only until a more permanent agreement can be entered into by the parties to the same.

5. It is further agreed that, subject to the approval of the War Department, the area shall be available for use by other Government departments for aviation.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their boards and officers, have hereunto set their hands and official seals this _____ day of August, 1918.

Document No. 2

AIR MAIL

WAR DEPARTMENT
OFFICE OF THE UNDER SECRETARY
Washington, D.C.

Recvd

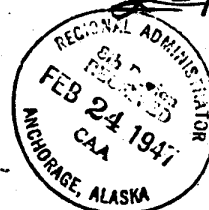
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A-46

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Return

2-170-8-14

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Hold for WPP.

The Honorable William A. M. Burden

Assistant Secretary of Commerce

Dear Mr. Burden:

FOR OFFICIAL USE ONLY

Reference is made to your letter of December 13, 1946, requesting the transfer of Annette Island Airfield, Alaska, pursuant to Executive Order 9797, dated November 6, 1946, and Executive Order No. 9709, dated March 29, 1946.

In accordance with your request, the War Department has initiated action to transfer to the Department of Commerce the Airport and Radio Facilities at Annette Island, consisting of the improvements, equipment, materials and supplies necessary for the continued operation of this installation within the following described limits:

From U.S.C. & G.S. Triangulation Station "Yellow", Latitude North 55°06' 09.129", Longitude East 131° 34' 25.982", North American Datum of 1927, which is located approximately two miles south of Netlakatla, Alaska, on North top of Yellow Mill, proceed South 11° 32' 40" West, a distance of 2498.60 feet to the true point of beginning; thence North 4,048.10 feet; thence East 5,500.00 feet; thence North 1,050.00 feet; thence East 4,200.00 feet; thence South 2,650.00 feet; thence West 4,200.00 feet; thence South 2,448.10 feet; thence West 3,767.10 feet; thence South 3,381.70 feet; thence South 48° 20' West 4,270.00 feet; thence South 14° 15' West 2,795.36 feet; thence South 73° 13' East 960.00 feet; thence South 2,420.88 feet; thence East 4,695.41 feet to a point on the mean high tide line; thence along the meander of the mean high tide line a distance of approximately 12,000 feet, the calculated bearing and distance being South 49° 35' East, 6,337.71 feet; thence South 42° 19' West 7,864.11 feet; thence South 28° 41' East 4,395 feet to a point on the mean high tide line, thence along the meander of the mean high tide line a distance of approximately 8,000 feet, the calculated bearing and

DECLASSIFIED PER NOTICE 1600.6
DATED 4-18-66

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distance being South 72° 23' West, 3,881.49 feet; thence North 43° 57' West 12,405.80 feet; thence North 33° 55' East 7,168.63 feet; thence North 59° 14' West 4,515.53 feet to a point on the mean high tide line; thence along the meander of the mean high tide line a distance of approximately 5,200 feet, the calculated bearing and distance being North 54° 18' East, 3,399.16 feet; thence South 52° 46' East 2,370.55 feet; thence North 14° 15' East 4,018.05 feet; thence North 41° 40' West 558.86 feet; thence North 15° 00' East 4,690.63 feet; thence East 600.26 feet to the point of beginning, containing 4,880 acres, more or less. All bearings are true.

This transfer will be made subject to the understanding that your Department acting through the Civil Aeronautics Administration, will:

- (1) Enter into a lease with the Metlakatla Indians for the use of their land, described above, for civil aviation purposes, the lease to be effective upon termination of the War Department's present agreement with the Indians covering the use of the land for military purposes. The lease for the use of this property will be for the maximum number of years possible, and will contain a provision for annual renewal at the option of the Civil Aeronautics Administration.
- (2) Operate the airport as an intermediate landing field and permit aircraft of the Army and Navy to enjoy transient privileges. If, at some future date, it becomes expedient or necessary for the Civil Aeronautics Administration to abandon this field, every effort will be made to give the War Department adequate notice in advance.
- (3) Conform with the provisions of the enabling Orders, particularly paragraph 6, of Executive Order 9797, which provides that all facilities so transferred shall be subject to recapture in case of military necessity, as determined by the Secretary of War.
- (4) Within the limits of applicable laws, provide for the maintenance of gasoline and oil supplies for purchase for use by itinerant aircraft of the War and Navy Departments.

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DATED 4-18-66

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- (5) Permit and encourage the Metlakatla Indians to operate such concessions as may be practicable to provide revenue and work for the Indians.

The Alaska District Engineer has been requested to communicate with the local representative of the Civil Aeronautics Administration and to prepare an inventory of the property to be transferred.

The improvements, equipment, and materials at this installation, which are not transferred to your Department will be declared by the War Department to the War Assets Administration for disposition pursuant to the provisions of the Surplus Property Act of 1946, as amended.

Sincerely yours,

/s/

Kenneth C. Royall
Under Secretary of War

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DATED 4-18-66

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Document No. 3

AME

THE UNITED STATES OF AMERICA

2597

CSC-111-1

FOR OFFICIAL USE ONLY

THIS LEASE, made and entered into this 13th day of December 19

by and between the Council of the Annette Islands Reserve, Annette Island
Alaska, hereinafter called the "Lessor", and the UNITED STATES OF AMERICA,
hereinafter called the "Lessee":

WITNESSETH: The parties hereto for the considerations hereinafter stated have entered into the following covenants, conditions and agreed as follows:

1. The lessor hereby leases to the lessee for the term stated, the following described land, to wit:

From U.S.C. & G.S. Triangulation Station "Yellow"
Latitude North $55^{\circ} 06' 09.129''$, Longitude West 131°
 $34' 25.982''$, North American Datum of 1927, which is
located approximately two miles south of Kotlikakill,
Alaska, on North top of Yellow Hill, proceed South
 $11^{\circ} 32' 40''$ West, a distance of 2,498.60 feet to the
true point of beginning; thence North $4^{\circ} 08.11'$ East;
thence East 5,500.00 feet; thence North $52^{\circ} 30.00'$ East;
thence East 4,200.00 feet; thence South $4^{\circ} 50.00'$ East;
thence West 4,200.00 feet; thence South $34^{\circ} 18.10'$ East;
thence West $3^{\circ} 767.10$ feet; thence South $3^{\circ} 381.70'$ East;
thence South $48^{\circ} 20'$ East 4,270.00 feet; thence South
 $11^{\circ} 15'$ West 2,795.36 feet; thence South $73^{\circ} 13'$ East
2,400.00 feet; thence South 2,420.88 feet; thence East
2,795.41 feet to a point on the mean high tide line.
Thence along the meander of the mean high tide line
a distance of approximately 12,000 feet, the exterior
bearing and distance being South $49^{\circ} 35'$ East, 5,300.00
feet; thence South $42^{\circ} 19'$ West 7,384.13 feet; thence
South $28^{\circ} 41'$ East 4,395.00 feet to a point on the mean
high tide line, thence along the meander of the mean
high tide line a distance of approximately 12,000
feet, the calculated bearing and distance being South
West, 3,881.49 feet; thence South $49^{\circ} 35'$ East, 5,300.00
feet; thence South $42^{\circ} 19'$ West 7,384.13 feet; thence
South $28^{\circ} 41'$ East 4,395.00 feet to a point on the mean
high tide line.

54 18° East 1,977.16 feet; thence South 18° East 2,370.55 feet; thence North 14° 15' East 1,000.07 feet; thence North 41° 42' West 558.86 feet; thence North 15° 00' East 4,690.63 feet; thence East 600.46 feet to the point of beginning, containing 4,880 acres, more or less. All bearings are true.

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2. The lessee shall use the lands for those purposes necessary and appropriate to the proper operation and maintenance of an airport, air navigation facilities, communication facilities, weather stations, housing facilities, and all related purposes; Provided, that the lessor shall be given the same option to provide any housing facilities not required for employees as provided for, as to concessions, in Section 6 of this lease; Provided, that nothing contained in this lease shall be construed as otherwise affecting any right, title, or interest the lessor had at the execution of this instrument. For purposes of this paragraph, "related purposes" shall include services required of the Civil Aeronautics Administration by any new duties which the Congress or other governmental agencies shall put upon it.

3. TO HAVE AND TO HOLD The said premises together with the appurtenances thereto and thereon and to exercise said right and privilege for the term beginning July 1, 1949 and ending June 30, 1950, for and in consideration of the payment by the Lessee to the Lessor at the rate of \$1.00 per acre per annum. This lease shall take effect upon the appropriation by Congress of funds for the payment of the rent due during the fiscal year ending June 30, 1950.

4. The Lessee shall not assign this lease except to an agency or instrumentality of the Government.

5. This lease may, at the option of the Lessee, be renewed from year to year, upon the same terms and conditions specified herein, in consideration of the payment of \$1.00 per acre per annum payable annually at the

end of each fiscal year. This lease shall be given in writing.

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Approved
by P.L. 512
84th Congress
Second Session
(H.R. 573)
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with letter
DS 5/14/56

the period of occupancy of the premises beyond the 30th day of June, 1999,

unless such extension is approved by Congress, and in no case beyond the 30th day of June 1999. Such notice may be made contingent upon appropriation of funds by Congress.

6. The Lessor retains the exclusive right to operate all concessions necessary or desirable for the convenience of members of the public other than employees of the Lessee (except for the sale of gasoline and petroleum products, which shall be let by competitive bidding, and the successful bidder, if not the community of Metlakatla, shall offer to the community or its designee the first refusal of the distributorship at the airbase of all petroleum products, and if the community of Metlakatla or its designee can meet the qualifications established by the successful bidder and is in other ways able to meet the minimum requirements of CAA and the successful bidder, such distributorship shall be granted to the community of Metlakatla or its designee) during such periods as the leased premises are not required for military purposes. The term "designee," as used in this lease, shall be construed as referring only to a member or members of the Metlakatla community. However, upon notification by the Lessee that a concession approved by the Lessor is required, the Lessor shall advise the Lessee, within 30 days, of the Lessor's decision to provide or not to provide the required concession. The lessor shall supply any buildings, equipment, or facilities by contract or otherwise, necessary for the operation of concessions, and elect to operate. In the event the lessor elects not to provide the concession, the Lessee shall have the right to arrange for the operation of such concession by contract or otherwise. All concessions shall be operated on so as not to contribute a hazard or obstruction to the operation of the

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provided that all construction shall be completed 2 months after the date of the lease. The Lessee shall be bound by all laws and regulations promulgated by the Federal Government for the safety.

7. Nothing in this agreement shall be construed as an admission by either party on the question whether the Lessor herein owns any improvements on Annette Island constructed by the Lessee, prior to the execution of this lease.

8. The Lessee shall have the right, during the existence of this lease, to erect and maintain such additions, structures and signs upon the premises hereby leased as may be necessary for the purposes herein stated, which additions, structures and signs so placed in or upon the premises shall be and remain the property of the government and may be removed therefrom upon the termination of this lease or any renewal thereof.

9. The Lessee shall have the power to prescribe any reasonable rules and regulations for the area hereby granted and for adjoining areas as may be necessary for the protection of life and property on the leased premises and for the proper administration of aeronautical activities.

10. Nothing contained in this lease shall be construed as changing any right Metlakatla may have to maintain law and order on the premises hereby leased. The CAA will use its best efforts to obtain the appointment of a resident deputy United States Marshal or other authorized law enforcing officer to maintain law and order among the non-members of the Metlakatla community.

11. Insofar as may be consistent with existing law, preference shall be given to all employment, for which they are qualified, shall be given to the members of the Metlakatla community.

12. No member of or delegate to Congress or resident member of the community shall be admitted to any share or part of the lease.

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benefit to arise therefrom. Nothing, however, shall be construed to extend to any incorporated company, if the lease and permit be for the general benefit of such corporation or company.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

COUNCIL OF THE ANNETTE ISLANDS RESERVE,

APPROVED: JAN - 6 1949

Lessor

By

Mod. J. Davis
Mayor

William S. Lamm
~~Assistant~~ Secretary of the Interior *WHL*

UNITED STATES OF AMERICA, Lessee

By

J. B. Lee
Acting Administrator

Signed, sealed and executed in
the presence of:

(Signature)

FOR OFFICIAL USE ONLY

FOR OFFICIAL USE ONLY

RESOLUTION NO. 199

BY THE METLAKATLA INDIAN COMMUNITY

WHEREAS, on the 13th day of December, 1948, the Metlakatla Indian Community entered into Contract No. C5ca-284-A as amended, with the United States of America covering a lease of 4,880 acres of land;

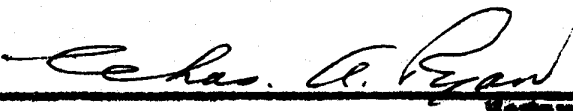
WHEREAS, the Metlakatla Indian Community lesser, wishes to grant a right to the Alaska Telephone Corporation to use for communications purposes the lesser's Pole Line located within a Power Line right-of-way reserved from the said lease; and

WHEREAS, a Supplemental Agreement No. 3 covering said grant to the Alaska Telephone Corporation has been presented to and agreed to by the Metlakatla Indian Community Council.


NOW THEREFORE, BE IT RESOLVED by the Metlakatla Indian Community Council that the Supplemental Agreement No. 3 to the United States of America, Federal Aviation Agency, lease be and the same is hereby approved, and that certified copies of this resolution be furnished all those concerned.

Introduced, passed and adopted this 17th day of April, 1962 at Metlakatla, Alaska.

Signed:

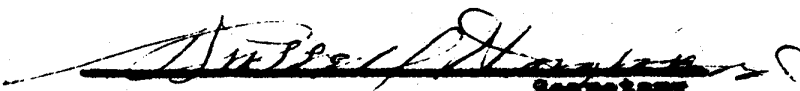

Mayor

ATTEST:


Secretary

CERTIFICATION

I hereby certify that the foregoing Resolution was duly passed by the Metlakatla Indian Community Council of Annette Islands Reserve at its meeting at Metlakatla, Alaska on the 17th day of April, 1962, a quorum being present.


Secretary

Document No. 4

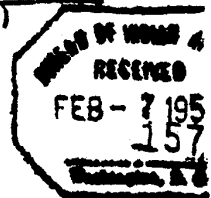
ANCHORAGE, ALASKA

Lease No. C5ca-284-A
(formerly C5ca-3095)

Negotiated Lease Yes
(Yes or No)

SUPPLEMENTAL AGREEMENT NO. 1

Cancelled by Supplement No. 2



THIS SUPPLEMENTAL AGREEMENT, made and entered into as of the 20th day of December, 1954, by and between the UNITED STATES OF AMERICA, hereinafter called the Government, represented by the Contracting Officer executing this agreement, and the Council of the Annette Islands Reserve, whose address is Katiakatia, Alaska, hereinafter called the Lessor, ITAGS, TR That:

WHEREAS, On the 13th day of December, 1948, the parties hereto entered into Lease No. C5ca-3095, covering the following described premises, viz:

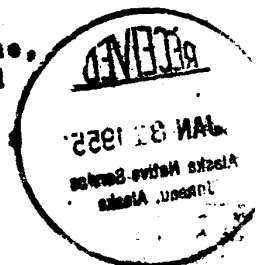
4,880 acres, more or less, as fully described in said lease; and

AND WHEREAS, it is found advantageous and in the best interests of the parties to modify the said lease for the following reasons: to amend the description of the premises to reserve a right-of-way for an RFA-financed power line that may furnish electric energy to the Government and additional income to the Lessor:

NOW, THEREFORE, The said lease is hereby modified in the following particulars, but in no others:

By amending Provision No. 1 by adding the following sentence after the description of the leased premises, viz:

"Provided, however, there shall be reserved from said premises a twenty (20) foot right-of-way for an electric power line, the center line of which shall be said power line, together with sites for necessary associated power substations, following the general route shown and charged in red on the lessee's attached drawing No. 8D-424 and such other



routes as may be mutually agreeable to the parties hereto; furthermore, the lessor shall be authorized, at its sole liability and expense, to fell whatever trees along said route or routes may interfere with or threaten the existence or operation of the aforesaid power line or sub-stations."

IN WITNESS WHEREOF, The parties hereto have executed this agreement as of the date and year first above written.

THE UNITED STATES OF AMERICA

By

N. H. Keightley
N. H. Keightley
Acting Chief, ~~Alaska Game and Fish~~
(Official Title)
Civil Aeronautics Administration
Region 5, Anchorage, Alaska

Council of the ~~Alaska Game and Fish~~
Reserve (Lessor)

1. Ronald Milne
(Witness)

By

James M. ...
(Title)
Metlakatla, Alaska
(Address)

Approved: APR 20 1955
ORNE LEWIS
Secretary of the Interior
(Date)

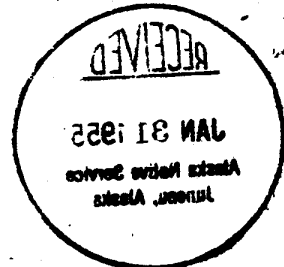
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ALASKA GAME AND FISH
ANCHORAGE, ALASKA
JAN 31 1955

RESOLUTION NO. 27

BY THE METLAKATLA INDIAN COMMUNITY

WHEREAS, in connection with the Purple Lake Hydro-electric Project, REA Alaska 11A Annette, it is necessary that a right-of-way for a power line and substations be routed over and across land now under lease to the C. A. A. from the Metlakatla Indian Community; and

WHEREAS, a Supplemental Agreement No. 1, between the United States of America and the Council of Annette Islands Reserve for the purpose of modifying lease No. C8ca-3098 to provide for a right-of-way of twenty (20) feet for a power line, sites for sub-stations, and tree-cutting rights along the route of the power line and sub-stations, has been drawn up and presented to the parties concerned.

THEREFORE, BE IT RESOLVED, that the above-mentioned Supplemental Agreement No. 1, between the United States of America and the Council of Annette Islands Reserve, herewith attached, be, and the same is hereby, approved; and that the Mayor be authorized to sign said agreement for the Council of Annette Islands Reserve.

Introduced, approved, and adopted this 20th day of January, 1966.

Signed:

John W. Smith
Mayor

ATTEST:

Donald H. Johnson
Secretary

CERTIFICATION

I hereby certify that the foregoing Resolution was duly passed by the Metlakatla Indian Community Council of Annette Islands Reserve at a meeting at Metlakatla, Alaska, on the 20th day of January, 1966.

Signed:

John W. Smith
Mayor

ATTEST:

Donald H. Johnson
Secretary

Document No. 5

CIVIL AERONAUTICS ADMINISTRATION
ANCHORAGE, ALASKA

Lease No. C5ca-284-A

SUPPLEMENTAL AGREEMENT NO. 2

Can...
K 3
THIS SUPPLEMENTAL AGREEMENT, made and entered into as of the 15th day of March, 1957, by and between the UNITED STATES OF AMERICA, hereinafter called the Government, represented by the Contracting Officer executing this agreement, and the Council of the Admette Islands Reserve, whose address is Matlakatla, Alaska, hereinafter called the Lessor, WITNESSETH That:

WHEREAS, On the 13th day of December, 1948, the parties hereto entered into Lease No. C5ca-284-A, covering the following described premises, viz:

4,880 acres, more or less, as fully described in said lease; and

WHEREAS, it is found advantageous and in the best interests of the parties to modify the said lease in order to amend the description of the premises to reserve a right of way for a segment of power line that the Government has sold to the Lessor and which the Lessor will use in connection with distributing electric energy to the Government:

NOW, THEREFORE, The said lease is hereby modified in the following particulars, but in no others:

By amending Provision No. 1 by adding the following sentence after the description of the leased premises:

"Provided further, there shall be reserved from said premises a twenty (20) foot right of way for an existing electric power line, shown surcharged in red on the attached print of the Government's drawing No. 2042-12, the centerline of which right of way shall be the said power line."

IN WITNESS WHEREOF, The parties hereto have executed this agreement as of the date and year first above written.

Attest:

[Signature]
[Signature]

COUNCIL OF THE ADMETTE ISLANDS RESERVE

By *John W. Smith*

Title *Mayor & Manager*

THE UNITED STATES OF AMERICA

By *[Signature]*
J. Stanley Kane
Chief, Civil Aeronautics Administration

CIVIL AERONAUTICS ADMINISTRATION
Region 5, Anchorage, Alaska

Distributed 4/22/57
7 pages
87
197
660
Strong in note

Document No. 6

FEDERAL AVIATION AGENCY

Contract No. C5ca-284-A

SUPPLEMENTAL AGREEMENT NO. 3

THIS SUPPLEMENTAL AGREEMENT, made and entered into as of the 1st day of December, 19 61, by and between the UNITED STATES OF AMERICA, hereinafter called the Government, represented by the Contracting Officer executing this agreement, and The Council of the Annette Islands Reserve, whose address is Metlakatla, Alaska,

hereinafter called the Lessor, WITNESSETH That:

WHEREAS, On the 13th day of December, 19 48, the parties hereto entered into Contract No. C5ca-284-A, as amended, covering the following:

Lease of 4,380 acres, more or less, as fully described in the said Lease, as amended, and

WHEREAS, the Lessor wishes to grant a right to Alaska Telephone Corporation to use for communications purposes the Lessor's pole line located within a power line right-of-way reserved from the said Lease, as amended,

and

WHEREAS, the parties find it will be to their mutual advantage to amend the said contract:

NOW, THEREFORE, the said contract is hereby amended in the following particulars only, viz:

1. By cancelling Supplemental Agreements No. 1 and 2 to said lease.
2. By amending Provision No. 1 of said lease by adding the following sentence after the description of the leased premises:

"Provided further, there shall be reserved from said premises a twenty (20) foot wide right-of-way for electric power and communication lines, shown surcharged in red on the attached print of the Government's drawings No. 5D-42-4A and No. 5D-42-4, marked Exhibits "A" and "B", the centerline of which right-of-way shall be the said electric power and communications line; furthermore, the Lessor may authorize the Alaska Telephone Corporation, and such others whose use of communications lines shall be previously approved in writing by the Government, to locate, operate and maintain communication lines within the said right-of-way."

IN WITNESS WHEREOF, The parties hereto have executed this agreement as

Form AN-195 (2/59)

Contract No. C5ca-234-A

SUPPLEMENTAL AGREEMENT NO. 3 (Continued)

of the date and year first above written.

THE UNITED STATES OF AMERICA

By Harold L. Keogh
Harold L. Keogh, Chief
Acquisition and Disposal Unit
Real Estate & Utilities Section
(Official Title)

(Witness)

[Signature]
(Witness)

(If a corporation, witnesses' signatures not required.)

COUNCIL OF THE ANNETTE ISLANDS RESERVE

By Charles A. Ryan

Mayor

If the contractor is a corporation, the following certificate shall be executed by the secretary or assistant secretary:

I, RUSSELL HAYWARD, certify that I am the Secretary of the corporation named in the above supplemental agreement; that CHARLES A. RYAN, who signed said supplemental agreement on behalf of the corporation was then MAYOR thereof; that said supplemental agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

[Signature] CORPORATE (SEAL)

Approved:

[Signature]
Area Director
Juneau Area Office
Bureau of Indian Affairs

Date APR 30 1982

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ecology and environment

Document No. 7

FEDERAL AVIATION AGENCY
ALASKAN REGION
632 Sixth Avenue
Anchorage, Alaska 99501

Lease No. C5ca-284-A
(formerly C8ca-3095)

Negotiated Lease: Yes

SUPPLEMENTAL AGREEMENT NO. 4

This SUPPLEMENTAL AGREEMENT made and entered into as of the 20th day of February, 1963, by and between the UNITED STATES OF AMERICA, through the FEDERAL AVIATION AGENCY, hereinafter called the Lessee, represented by the Contracting Officer executing this agreement, and the COUNCIL OF THE ANNETTE ISLANDS RESERVE, whose address is Metlakatla, Alaska, hereinafter called the Lessor, WITNESSETH:

WHEREAS, on the 13th day of December, 1948, the parties hereto entered into Lease No. C5ca-284-A covering the following described premises, viz:

4880 acres, more or less, as fully described in said lease, and

NKK
2/10/63
WHEREAS, it is found advantageous and in the best interests of the parties hereto to amend the description of the leased premises to enlarge the area under lease by 68.870 acres for construction of a VORTAC Air Navigation facility on the premises of the Lessor by the Lessee, and to provide for the payment of rental for the additional 68.870 acre area hereinafter described at the rates specified in the aforesaid lease;

NOW, THEREFORE, the said lease is hereby amended in the following particulars but in no others:

1. To amend the original description of the leased premises to include an additional 68.870 acre area for the use of the Lessee as a VORTAC Air Navigation Site, as more particularly described as follows:

That certain tract of land lying adjacent to the Federal Aviation Agency's (FAA) Air Navigation Site Reservation north boundary leased under Contract No. C5ca-284-A at Annette Island, Alaska; location of said tract being more particularly described as commencing at Latitude N. 55° 04' and Longitude W. 131° 31' at USC and GS "BALD", thence proceed S. 53° 30' W. 10,300 feet more or less to a point on the Mean High Tide line of Tamgass Harbor and a corner on the north boundary of the FAA's leased reservation, thence proceed west 1695.41 feet along the said north boundary to the true point of beginning of this description, as illustrated in red on FAA drawing No. 5D-42-4X, dated September 9, 1960, titled "Real Estate Data, Annette Island, Alaska", marked "Exhibit A", attached hereto and made a part hereof; thence proceed north 1000 feet to a point, thence west 3000 feet to a point on the east boundary line of the FAA's leased reservation; thence south along said east boundary line 1000 feet to a point; thence east 3000 feet to the true point of beginning for this description, containing 68.870 acres more or less.

2. Provide payment of rental for an additional 68.870 acre area in accordance with the rates specified in the aforesaid lease.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement as of the date and year first above written.

FEDERAL AVIATION AGENCY

ATTEST:

Harold L. Keogh
SECRETARY

By Harold L. Keogh
Harold L. Keogh, Contracting Officer
Real Estate and Concession Unit
Title Installation and Materiel Division

COUNCIL OF THE ANNETTE ISLANDS RESERVE

By Henry S. Littlefield

recycled paper

MAY 1963

Approved: October 16, 1969
Area Director, Bureau of Indian Affairs

RESOLUTION NO. 69-38

BY THE METLAKATLA INDIAN COMMUNITY
COUNCIL ANNETTE ISLANDS RESERVE

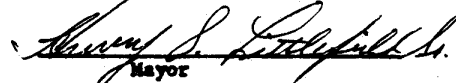
WHEREAS, the Metlakatla Indian Community of the Annette Islands Reserve is an Indian Chartered Corporation pursuant to the provisions of the Indian Reorganization Act of June 18, 1934, as amended by the Act of May 1, 1936, extending certain provisions of the former Act to Alaska and under its charter, constitution and by-laws has full power to transact business as a legal corporation, subject to the approval of the Secretary of the Interior or his authorized representative only if it involves a lease or other contract or agreement involving the Annette Islands Reserve which is held in a trust status, and

WHEREAS, Supplemental Agreement No. 4 to Lease Contract No. C5ca-284-A with the Federal Aviation Agency has been presented to the Metlakatla Indian Community for consideration, and


WHEREAS, Supplemental Agreement No. 4 will increase Lease Contract No. C5ca-284-A a total of 68.87 acres for a Vortac Air Navigation facility, and

NOW THEREFORE, BE IT RESOLVED by the Council of the Metlakatla Indian Community that Supplemental Agreement No. 4 be accepted and the Mayor and Secretary are hereby authorized to execute this agreement.

Introduced, passed, and adopted at Metlakatla, Alaska, this 15th day of OCTOBER, 1969.

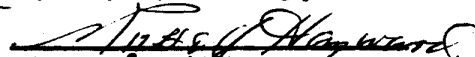

Mayor

Attest:


Secretary

Certification

I hereby certify that the foregoing resolution was duly passed by the Metlakatla Indian Community Council at a meeting held at Metlakatla, Alaska, on the 15th day of OCTOBER, 1969, a quorum being present.


Secretary

Document No. 8

ANNETTE ISLAND

Status of Facilities - January 1, 1964

Office Facilities:

Located in U. S. Coast Guard Hangar under Use Permit dated January 22, 1959. The space is rent free.

Office: 938 sq. ft.

Storage space: 113 sq. ft.

Land:

The land used is under permit from Federal Aviation Agency. The FAA is the holding agency and the land is owned by the Metlakatla Indian Tribe, Council of Annette Island Reserve and is under permit to FAA.

Buildings Owned:

~~#1~~. Utility Building. This building was acquired by transfer in 1955. The date of construction is unknown. It is of wood frame construction, size 18' x 48' or 864 sq. ft. General ledger value is carried at \$21,000. *Fair condition*

Description: Wood frame construction, creosoted piling foundation, asphalt shingle roof, 15 double sash windows, two outside doors, four inside doors, 1 overhead garage door. Built in hot air furnace, hot air ducts and return cold air duct installed to each room. Connected to brick chimney with 8" flue liner, 1 ea. 515 gallon steel fuel storage tank connected to heating system - 1 drying room, 1 laundry room, 1 furnace room and 1 garage room - General Utility Type 41.

~~#2~~. Housing. Type 40 building, 4 rooms, 1 bath, plus furnace room attached (80 sq. ft.) Entrance porch on front. *GC-15* Size 28' x 28' or 784 sq. ft. General ledger value is carried at \$24,500. Acquired by transfer in 1955. *Good condition*

Description: Wood frame construction, single story with attic space, asphalt shingle roof, creosoted piling foundation, 8 double sash windows, 8 single sash windows, 2 outside doors, 7 inside doors, built in kitchen cabinets, kitchen sink, lavatory, toilet fixtures, bath tub, built in hot air heating system, hot and cold air duct registers, 1 ea. 515 gallon fuel supply tank connected to furnace. Two brick chimneys with liner. Cedar shake siding.

Buildings Owned (Cont.)

- QC-16 #3. Same as #2 above. *Good condition*
QC-17 #4. Same as #2 above. *Good condition*
QC-18 #5. Same as #2 above. *Good condition*
QC-19 #6. Housing. Type 41 building. Size 28' x 28' or 784 sq. ft. Acquired by transfer in 1955. General Ledger value is carried at \$23,500. *Good condition*

Description: Wood frame construction, single story with attic space. Asphalt shingle roof, creosoted piling foundation, 9 double sash windows, 5 single sash windows, 2 outside doors, built in kitchen cabinets, kitchen sink, lavatory, toilet fixtures, bathtub. Built in hot air heating system, hot and cold air duct and registers. Connected to 515 gallon steel oil storage tank. One dual back chimney with separate liners for furnace and kitchen range.

- QC 20 #7. Same as #6 above. *Good condition*

- QC-21 #8. Housing. 4-apartment building. Size 32' x 46' or 4416 sq. ft. Transferred to Weather Bureau in 1958. General Ledger value carried at \$92,000. *Good condition*

Description: Frame construction, type "B". Enclosed 2' x 9' porch. Full basement, concrete. 3 full floors plus basement. Apartments, 2,200 sq. ft. and basement, 2,216 sq. ft.

- #9. Inflation Building. Constructed in 1950 for the Weather Bureau by FAA, Purchase Order #W-1796. Size 20' x 24' or 480 sq. ft. General Ledger value carried at \$5,000. *Good condition*

Interior stairways were constructed in 2 of the quarters buildings, QC-15 and QC-17. Work was done by FAA by Purchase Order #AN-404 dated 4/19/56.

Utilities

Heat: Living quarters are heated by oil, hot air furnaces.

Power: REA power is supplied from the hydro-electric plant located at the head of Tamgas Harbor. Stand-by power units are maintained by FAA.

Utilities (Cont)

Revised pg
9-14-73

Water: The chlorinated water system is by gravity feed from Yellow Lake by a concrete penstock at the end of lake and connecting outlet to existing 10" woodstave mains which serve major FAA and NWS living areas and airport.

Sewage: Local septic tank sewage disposal system is connected to all buildings. Contains two 36" diameter units located on the grounds with storage tank and outfield pipe. This is an extended aeration system built for us by the FAA in 1971.

Instrumentation:

1. Direct reading wind equipment, F420
2. Cotton Region shelter
3. Hygrothermometer, HO60
4. Weighing rain gage, Friez 2.40 cap.
5. Barograph, Friez 2-1/2 to 1
6. Altimeter setting indicator, Kollsman
7. Solar radiation, Epply 180°, 10-junction
8. Rawinsonde, WBRT-57
9. Barometer No. 273
10. Ceilometer, RBC
11. Ceiling light, C-H
12. Electrowriters (3)
13. Facsimile Recorder
14. Sensor and power cables from all instruments in field to WSO.

Location:

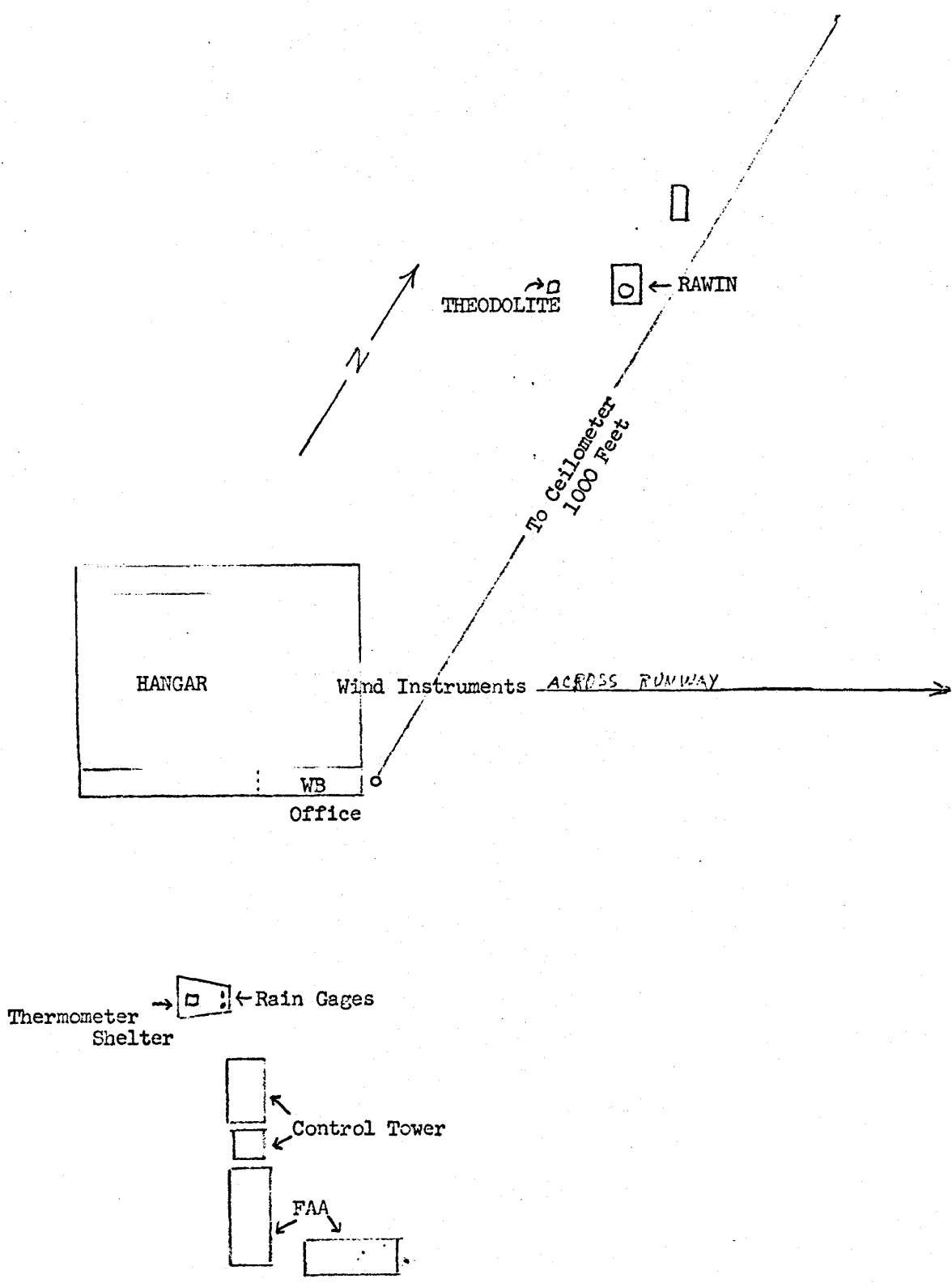
The terrain is generally level within the vicinity of the station and muskeg (spongy moss) and brush covered except for surfaced runway and gravel roads, then gradual slope to sea-level

Location (Cont.)

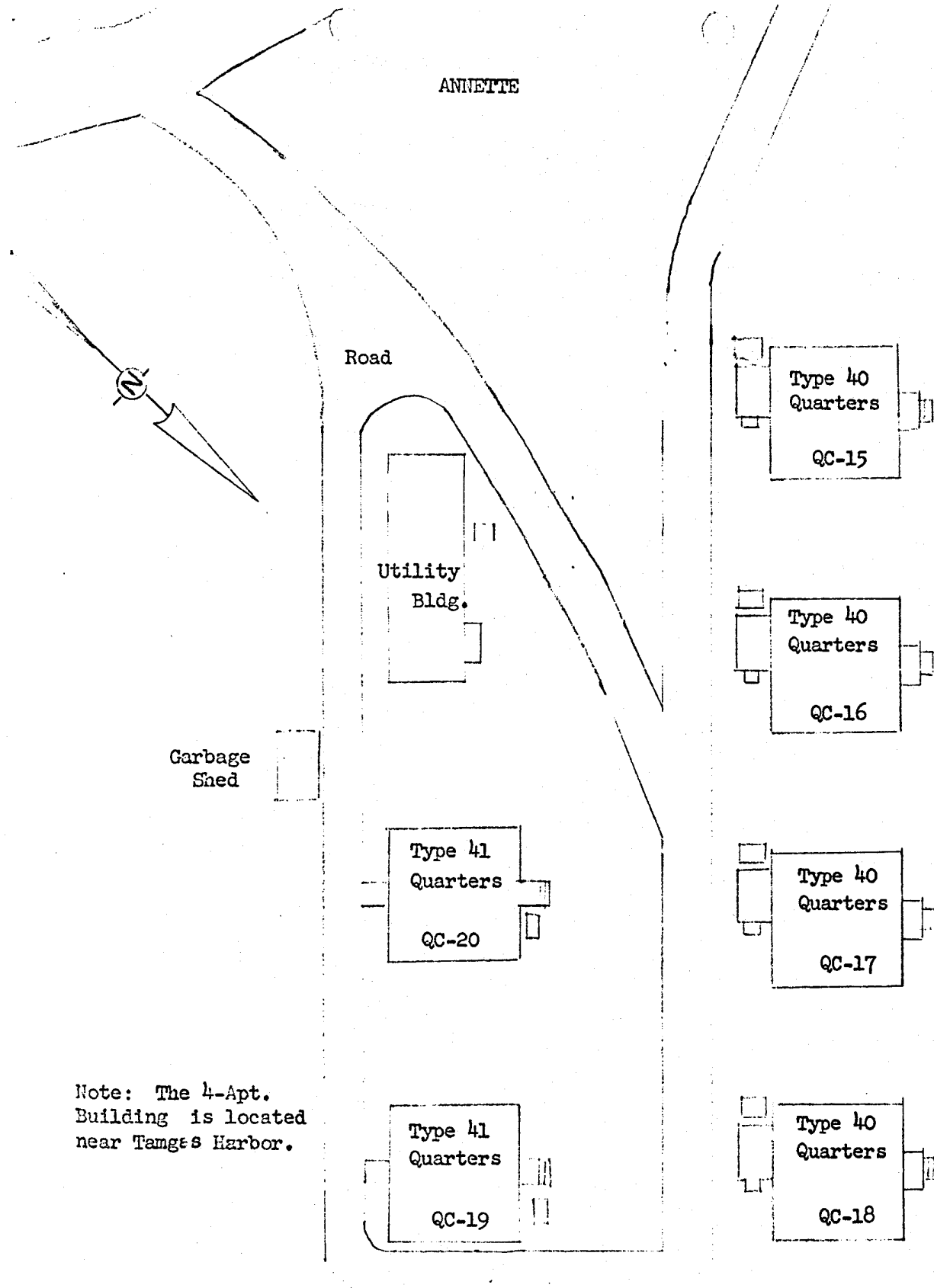
towards east, south, and west. The rain gage is exposed over a level gravel surface. The wind equipment and the hygrothermometer are located on a slight rise near the runway intersection. The surface is sod and gravel covered.

The station is located on a peninsula on Annette Island with a narrow harbor about 2 miles distance northeast through southeast. Relatively open water about $1\frac{1}{4}$ miles south and $2\frac{1}{2}$ miles south-southwest through north-northwest. A narrow strip of rolling terrain extends northward about six miles with a ten mile strip of open water beyond. Rising abruptly from sea-level, a mountain range with peaks to 2200 feet four miles east of the station and the highest peak 3600 feet seven miles east of the station, is about 6 miles wide and extends in a north-northwest to south-southeast direction for approximately 18 miles.

ANNETTE



ANNETTE



Note: The 4-Apt.
Building is located
near Tamgas Harbor.

Document No. 9

FEDERAL AVIATION AGENCY
ALASKAN REGION
632 Sixth Avenue
Anchorage, Alaska 99501

Lease No. C5ca-284-A
(formerly C8ca-3095)

Negotiated Lease: Yes

SUPPLEMENTAL AGREEMENT NO. 5

This SUPPLEMENTAL AGREEMENT made and entered into as of the 17th day of February 1965, by and between the UNITED STATES OF AMERICA, through the FEDERAL AVIATION AGENCY, hereinafter called the Lessee, represented by the Contracting Officer executing this agreement, and the COUNCIL OF THE ANNETTE ISLANDS RESERVE, whose address is Metlakatla, Alaska, hereinafter called the Lessor, WITNESSETH:

WHEREAS, on the 13th day of December 1948, the parties hereto entered into Lease No. C5ca-284-A, as amended by Supplemental Agreements No.'s 1, 2, 3, and 4, dated December 20, 1954, March 15, 1957, December 1, 1961, and February 20, 1963, respectively, covering the following described premises, viz:

4948.87 acres, more or less, as more fully described in said lease, and,

WHEREAS, it is found advantageous and in the best interests of the parties hereto to amend the description of the leased premises to decrease the area under lease by 94.46 acres in order that said lands may be released to the lessor, and to provide for a decrease of the rental paid the lessor for the remaining leased premises at the rates specified in the aforesaid lease;

NOW THEREFORE, the said lease is hereby amended in the following particulars but in no others:

1. To amend the description of the leased premises to delete therefrom 94.46 acres of land for release to the Lessor. Said lands being confined to, and contained in that certain proposed road right-of-way commonly known as the "Annette Airport-Metlakatla Road, Annette Island, Alaska," the centerline of which is more particularly described as follows:

CENTERLINE DESCRIPTION
OF
ANNETTE AIRPORT-METLAKATLA ROAD
R. O. W.

That certain tract of land lying within the Federal Aviation Agency's Air Navigation Site Reservation leased under Contract No. 284-A, at Annette Island, Alaska; said tract being the "Annette Airport-Metlakatla Road Right-Of-Way," the centerline of which is described as:

Commencing at the intersection of the runways proceed N 86°19'10" W 609.21 feet to a point; thence S 61°16'33" W 61.93 feet to the true point of beginning of this description, being road station 0+00; thence continue S 61°16'33" W 286.28 feet to the P.C. of a 100° curve right whose length is 99.66 feet to the P.T.; thence N 19°03'57" W 108.19 feet to the P.C. of a 50° curve left whose length is 94.40 feet to the P.T.; thence N 66°15'57" W 121.72 feet to the P.C. of a 40° curve right whose length is 93.94 feet to the P.T.; thence N 28°41'27" W 235.27 feet to the P.C. of an 18° curve right whose length is 366.67 feet to the P.T.; thence N 37°18'33" E 26.53 feet to the P.C. of an 18° curve left whose length is 307.59 feet to the P.T.; thence N 28°51'27" W 4441.90 feet to the P.C. of a 7°30' curve right whose length is 836.89 feet to the P.T.; thence N 33°54'33" E 302.92 feet to the P.C. of a 12° curve left whose length is 346.88 feet to the P.T.; thence N 07°42'57" W 1,900.85 feet to the P.C. of a 1° curve left whose length is 729.28 feet to the P.T.; thence N 15°00'31" W 1067.62 feet to the P.C. of a 5° curve right whose length is 586.36 feet to the P.T.; thence N 14°18'33" E 6968.75 feet to the P.C. of an 11° curve right whose length is 364.77 feet to the P.T.; thence N 54°26'03" E 653.54 feet to the P.C. of an 18° curve left whose length is 347.56 feet to the P.T.; thence N 08°17'50" W 1164.15 feet to the P.C. of a 4° curve right whose length is 571.72 feet to the P.T.; thence N 14°04'18" E 1401.51 feet to the P.C. of a 1° curve right whose length is 434.82 feet to the P.T.; thence N 55°02'46" E 79.11 feet to the P.C. of a 4° curve left whose length is 328.49 feet to the P.T.; thence N 42°54'25" E 474.19 feet to the

Resolution No. 69-39

BY THE METLAKATLA INDIAN COMMUNITY
COUNCIL ANNETTE ISLANDS RESERVE


WHEREAS, the Metlakatla Indian Community of the Annette Islands Reserve is an Indian Chartered Corporation pursuant to the provisions of the Indian Reorganization Act of June 18, 1934, as amended by the Act of May 1, 1936, extending certain provisions of the former Act to Alaska and under its charter, constitution and by-laws has full power to transact business as a legal corporation, subject to the approval of the Secretary of the Interior or his authorized representative only if it involves a lease or other contract or agreement involving the Annette Islands Reserve which is held in a trust status, and

WHEREAS, Supplemental Agreement No. 5 to Lease Contract No. C5ca-284-A with the Federal Aviation Agency has been presented to the Metlakatla Indian Community for consideration, and

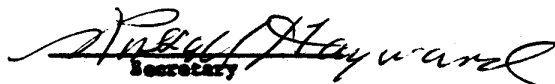
WHEREAS, Supplemental Agreement No. 5 will delete 94.46 acres from Lease Contract No. C5ca-284-A for a right-of-way for a road commonly known as the "Annette Airport to Metlakatla Road, Annette Island, Alaska," and

NOW THEREFORE, BE IT RESOLVED by the Council of the Metlakatla Indian Community that Supplemental Agreement No. 5 be accepted and the Mayor and Secretary are hereby authorized to execute this agreement.

Introduced, passed, and adopted at Metlakatla, Alaska, this 15th day of OCTOBER, 1969.


Mayor

Attest:


Secretary

Certification

I hereby certify that the foregoing resolution was duly passed by the Metlakatla Indian Community Council at a meeting held at Metlakatla, Alaska, on the 15th day of OCTOBER, 1969, a quorum being present.


Secretary

Lease No. C5ca-284-A
(formerly C8ca-3095)

P.C. of a 4° curve left whose length is 209.17 feet to the P.T.; thence N 34°32'25" E 530.32 feet to the P.C. of a 4° curve right whose length is 190.86 feet to the P.T.; thence N 42°10'29" E 129.96 feet to the P.C. of an 18° curve left whose length is 139.91 feet to the P.T.; thence N 16°59'29" E 61.25 feet to the P.C. of an 18° curve right whose length is 314.61 feet to the P.T.; thence N 73°37'18" E 43.59 feet to the P.C. of a 20° curve left whose length is 249.68 feet to the P.T.; thence N 23°41'10" E 56.85 feet to the P.C. of a 2° curve right whose length is 384.38 feet to the P.T.; thence N 31°22'25" E 237.22 feet to the P.C. of a 20° curve left whose length is 365.99 feet to the P.T.; thence N 41°49'29" W 726.38 feet to the P.C. of a 0°30' curve right whose length is 379.44 feet to the P.T.; thence N 39°55'39" W 70 feet, more or less, to the point of crossing FAA North lease boundary containing 94.46 acres more or less.

The width of the aforescribed right-of-way varies, and it is intended that the lands released shall be confined to those lands lying therein. Therefore, these variances are set out below by road station:

a. Commencing at road station 0/00, POB, and ending at road station 18/00.25 the width is 15 feet on either side of the above-described centerline, and

b. From road station 18/00.25 to the FAA North boundary; the width is 75 feet on either side of said centerline.

2. Provide for decreasing the annual rental paid for the leased premises in the amount of \$94.46; and establish a new per annum rental of \$4854.41 for the leased premises in accordance with the terms of the aforesaid lease.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement as of the date and year first above written.

UNITED STATES OF AMERICA

FEDERAL AVIATION AGENCY

By Samuel
Contracting Officer
Real Estate and Concession Unit
Title Installation and Materiel Division

ATTEST:

Charles C. Raymond
SECRETARY

COUNCIL OF THE ANNETTE ISLANDS RESERVE

By Henry S. Littlefield
MAYOR
Title _____


DISTRIBUTED:
Signed copy CONTRACT FILE
" " AL-88 (2222)
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If the contractor is a corporation, the following certificate shall be executed by the secretary or assistant secretary:

I, RUSSELL HAYWARD, certify that I am the Secretary of the corporation named in the above supplemental agreement; that HENRY S. LITTLEFIELD said supplemental agreement on behalf of the corporation was then thereof; that said supplemental agreement was duly signed for and in behalf of the corporation by authority of its governing body, and is within the scope of corporate powers.

Approved: October 16, 1969

Charles C. Raymond
recycled paper Area Director, Bureau of
Indian Affairs, Juneau, Alaska

Charles C. Raymond
ecology and environment


Document No. 10

11 JUL 1969

AL-472

Supplement No. 6 to Contract OSea-384-1

Council of Annette Islands Reserve
Natlakatlak Indian Community
P. O. Box 142
Natlakatlak Alaska 99926

Mr. James Large of our Annette Station has advised us of your request
for a copy of Supplement No. 6 to subject contract.

Enclosed for your use is a copy of Supplement No. 6.

EDWARD A. BOWDEN
Chief, Logistics Branch
Airway Facilities Division

Enclosure

AL-472:EMintz:ls:x529:7/10/69

CONCURRENCES
RTG. SYMBOL <i>AL-472</i>
INITIALS/SIG. <i>[Signature]</i>
DATE <i>7-9</i>
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DATE <i>7/11</i>
RTG. SYMBOL <i>AL-470</i>
INITIALS/SIG. <i>[Signature]</i>
DATE <i>7/11/69</i>
RTG. SYMBOL <i>AL-472</i>
INITIALS/SIG. <i>[Signature]</i>
DATE

FEDERAL AVIATION AGENCY

Contract No. C5ca-284-A

SUPPLEMENTAL AGREEMENT NO. 6

THIS SUPPLEMENTAL AGREEMENT, made and entered into as of the 1st day of July, 1965, by and between the UNITED STATES OF AMERICA, hereinafter called the Lessee, represented by the Contracting Officer executing this agreement, and the Council Annette Island Reserve, whose address is Metlakatla, Alaska hereinafter called the Lessor, WITNESSETH That:

WHEREAS, On the 13th day of February, 1948, the parties hereto entered into Contract No. C5ca-284-A, as amended, covering the following:

~~Lease of 4,854 acres, more or less, as more fully described in the said contract, and~~

WHEREAS, the Lessor has need of a certain hereinafter described parcel of land for use as an electric power generation site: and

WHEREAS, the Lessee has no requirement for the said parcel of land,

and

WHEREAS, the parties find it will be to their mutual advantage to amend the said contract:

NOW, THEREFORE, the said contract is hereby amended in the following particulars only, viz:

By deleting from the leased premises, described in the said contract as amended, the following described parcel of land:

From U.S.C. & G.S. Triangulation Station "Yellow Hill 1914", proceed South $13^{\circ} 37' 33''$ West, a distance of 9,428.49 feet to a point, said point being on the center line of the Annette Airport-Metlakatla Road; thence along the center line of said Road North $14^{\circ} 18' 33''$ East, a distance of 2,974.57 feet to a point; thence North $54^{\circ} 26' 03''$ East, a distance of 1,037.17 feet to a point, said point being "Point of Intersection" station 201 + 96.05 on the Annette Airport-Metlakatla Road; thence South $47^{\circ} 49' 23''$ East, a distance of 162.60 feet to the true point of beginning; thence South $86^{\circ} 38' 30''$ East, a distance of 348.48 feet to a point; thence South $3^{\circ} 21' 30''$ West, a distance of 125.00 feet to a point; thence North $86^{\circ} 38' 30''$ West, a distance of 348.48 feet to a point; thence North $3^{\circ} 21' 30''$ East, a distance of 125.00 feet to the point of beginning, containing 1.0 acres more or

A sketch, designated "Exhibit A", illustrating the above described parcel of land is attached hereto and made a part hereof.

IN WITNESS WHEREOF, The parties hereto have executed this agreement as

AL FORM 195 (4-63) Use previous edition

(4420)

Contract No. C5ca-284-A

SUPPLEMENTAL AGREEMENT NO. 6 (Continued)

of the date and year first above written.

THE UNITED STATES OF AMERICA

By Larry D. Snell
Larry D. Snell
Contracting Officer
Real Estate & Concession Unit
(Official Title)

[Signature]
(Witness)

Council Annette Island Reserve

Diana Williams
(Witness)

By Henry S. Littlefield Jr.

(If a corporation, witnesses' signatures not required.)

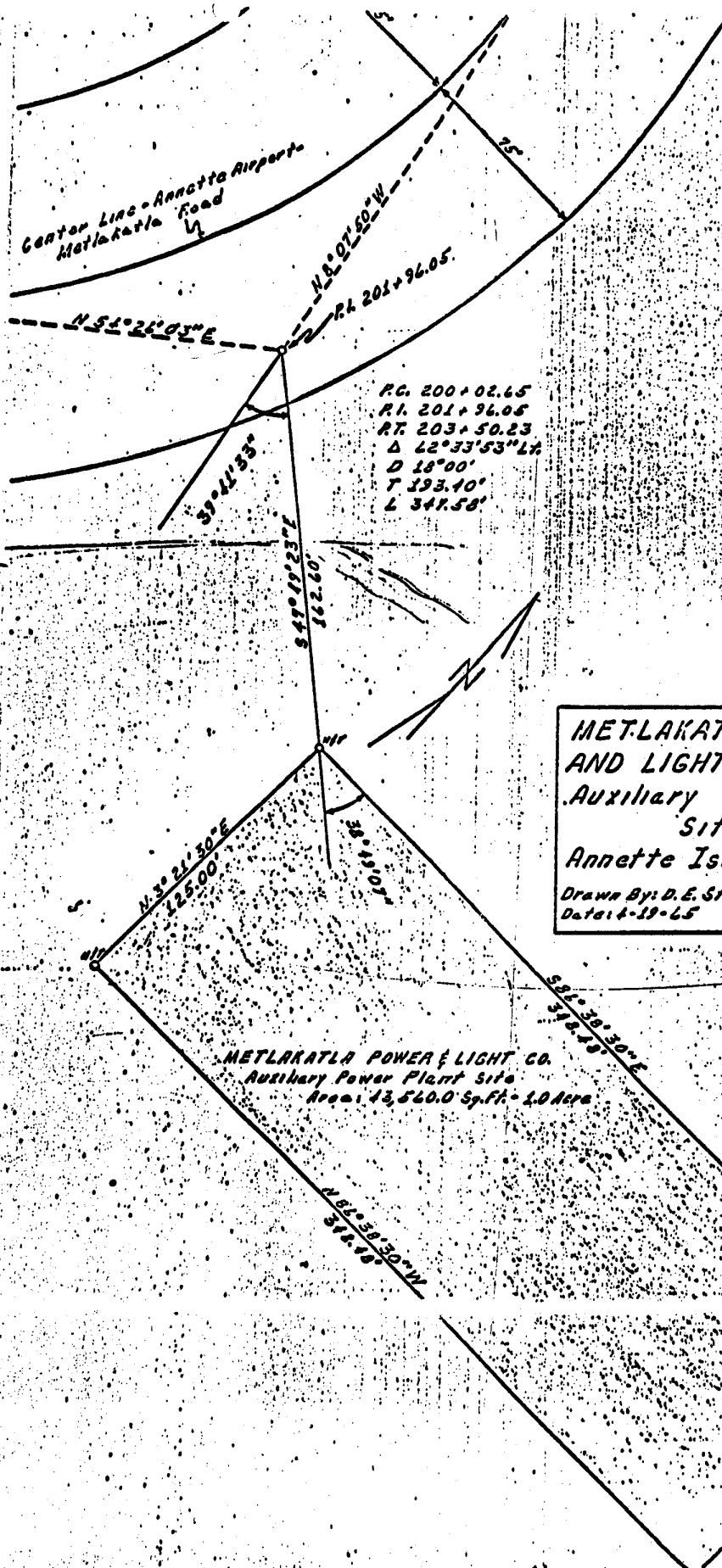
If the contractor is a corporation, the following certificate shall be executed by the secretary or assistant secretary:

I, RUSSELL HAYWARD, certify that I am the
Secretary of the corporation named in the above supplemental agreement; that
HENRY S. LITTLEFIELD, who signed said supplemental
agreement on behalf of the corporation was then MAYOR thereof;
that said supplemental agreement was duly signed for and in behalf of said
corporation by authority of its governing body, and is within the scope of its
corporate powers.

recycled paper
DISTRIBUTED: 7/30/15 - JH
Signed copy CONTRACT FILE



Center Line - Annette Airport
Metlakatla Road



**METLAKATLA POWER
AND LIGHT COMPANY**
Auxiliary Power Plant
Site
Annette Islands Reserve
Drawn By: D.E. Starley, Area Road Engin.
Date: 4-19-65

METLAKATLA POWER & LIGHT CO.
Auxiliary Power Plant Site
Area: 13,560.0 Sq. Ft. - 1.0 Acre

Resolution No. 69-40
BY THE METLAKATLA INDIAN COMMUNITY
COUNCIL ANNETTE ISLANDS RESERVE


WHEREAS, the Metlakatla Indian Community of the Annette Islands Reserve is an Indian Chartered Corporation pursuant to the provisions of the Indian Reorganization Act of June 18, 1934, as amended by the Act of May 1, 1936, extending certain provisions of the former Act to Alaska and under its charter, constitution and by-laws has full power to transact business as a legal corporation, subject to the approval of the Secretary of the Interior or his authorized representative only if it involves a lease or other contract or agreement, involving the Annette Islands Reserve which is held in a trust status, and

WHEREAS, Supplemental Agreement No. 6 to Lease Contract No. C5ca-284-A with the Federal Aviation Agency has been presented to the Metlakatla Indian Community for consideration, and

WHEREAS, Supplemental Agreement No. 6 will delete 1.00 acre from Lease Contract No. C5ca-284-A for use by the Metlakatla Power and Light Company as a site for an auxiliary power plant, and

NOW THEREFORE, BE IT RESOLVED by the Council of the Metlakatla Indian Community that Supplemental Agreement No. 6 be accepted and the Mayor and Secretary are hereby authorized to execute this agreement.

Introduced, passed, and adopted at Metlakatla, Alaska, this 15th day of OCTOBER, 1969.


Mayor

Attest:


Secretary

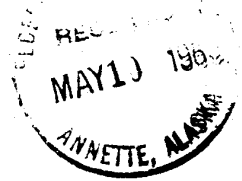
Certification

I hereby certify that the foregoing resolution was duly passed by the Metlakatla Indian Community Council at a meeting held at Metlakatla, Alaska, on the 15th day of OCTOBER, 1969, a quorum being present.


Secretary

RESOLUTION NO. 288

BY THE METLAKATLA INDIAN COMMUNITY



WHEREAS on the 13th day of December, 1948, the Metlakatla Indian Community entered into Contract No. C5-284-A, as Amended by Supplementary Agreements No. 1,2,3,4, covering a lease of 4948.87 acres with the United States of America - Federal Aviation Agency, and then reduced to 4856.46 acres by Supplementary agreement No. 5, dated February 17, 1965; and

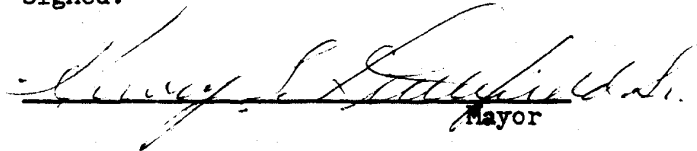
WHEREAS, the Metlakatla Indian Community, lessor, wishes to request the Federal Aviation Agency to release 1 acre and revert it back to the Metlakatla Indian Community.

NOW THEREFORE BE IT RESOLVED by the Metlakatla Indian Community Council that it hereby requests the Federal Aviation Agency to release and revert back to the Metlakatla Indian Community 1 acre of leased land described in Exhibit A herewith attached said land will be for the purpose of constructing a building for housing Diesel Power Units for the Electric System expansion.

BE IT FURTHER RESOLVED that certified copies of this Resolution be furnished all those concerned.

Introduced, passed and adopted this 6th day of April, 1965, at Metlakatla, Alaska.

Signed:


Mayor

ATTEST:


Secretary

CERTIFICATION

I hereby certify that the foregoing Resolution was duly passed by the Metlakatla Indian Community Council of Annette Islands Reserve at a meeting at Metlakatla, Alaska, on the 6th day of April, 1965, at Metlakatla, Alaska, a quorum being present.


Secretary
ecology and environment

EXHIBIT A

Meets and Bounds Discription of Auxiliary Power Plant
site on Annette Islands Reserve.

From U.S.C. & G.S. Triangulation Station "yellow"
latitude North $55^{\circ} 06' 09.129''$, longitude West $131^{\circ} 34' 25.982''$, North American Datum of 1927, which is located
approximately two miles south of Metlakatla, Alaska, on
North top of Yellow Hill, proceed South $13^{\circ} 37' 33''$ West,
a distance of 9,428.49 feet to a point, said point being
on the center line of the Annette Airport-Metlakatla Road;
thence along the center line of said Road North $14^{\circ} 18' 33''$ East, a distance of 2,974.57 feet to a point; thence
North $54^{\circ} 26' 03''$ East, a distance of 1,037.17 feet to
a point, said point being "Point of Intersection"
station 201 + 96.05 on the Annette Airport-Metlakatla
Road; thence South $47^{\circ} 49' 23''$ East, a distance of
162.60 feet to the true point of beginning; thence
South $86^{\circ} 38' 30''$ East, a distance of 348.48 feet to a
point; thence South $3^{\circ} 21' 30''$ West, a distance of
125.00 feet to a point; thence North $86^{\circ} 38' 30''$ West,
a distance of 348.48 feet to a point; thence North
 $3^{\circ} 21' 30''$ East, a distance of 125.00 feet to the point
of beginning, containing 1.0 acres, more or less.
All bearings are true.

Document No. 11

HL-723.2

FEDERAL AVIATION AGENCY

Contract No. C5ea-188-A

SUPPLEMENTAL AGREEMENT NO. 7

THIS SUPPLEMENTAL AGREEMENT, made and entered into as of the 1st day of July, 1965, by and between the UNITED STATES OF AMERICA, hereinafter called the Lessee, represented by the Contracting Officer executing this agreement, and

whose address is Matishatla, Alaska 99926

hereinafter called the Lessor, WITNESSETH That:

WHEREAS, On the 13th day of February, 1948, the parties hereto entered into Contract No. C5ea-188-A, covering the following:

Lease of 4,948 acres, more or less, as more fully described in the said contract, and

WHEREAS, the Lessee has no requirement for a portion of the leased premises,

and

WHEREAS, the parties find it will be to their mutual advantage to amend the said contract:

NOW, THEREFORE, the said contract is hereby amended in the following particulars only, viz:

By deleting from the leased premises, described in the said contract as amended, the following described parcel of land:

Commencing at the USGS monument "Yellow Hill, 1914", proceed S.01°47'14" E., 29,044.33 feet, to the true point of beginning of this description; thence, proceed N.43°57' W., 3,100 feet, more or less, along the SW boundary of the BNA property to a point on the South side of Ft. Davidson road; thence, N.46°03' E., 1,300 feet, more or less, to a point, said point being 1,300 feet West of the centerline of runway 12/30 and 30" to corner; thence S.25°01' E., 4,000 feet, more or less, to a point on the shoreline of Moose Point; thence, meandering West and North 1,100 feet, more or less, to the point of beginning containing 84.9 acres, more or less.

A drawing designated "Exhibit A", illustrating the above described parcel of land, is attached hereto and made a part hereof.

IN WITNESS WHEREOF, The parties hereto have executed this agreement as

Contract No. C100-204-A

SUPPLEMENTAL AGREEMENT NO. 7 (Continued)

of the date and year first above written.

THE UNITED STATES OF AMERICA
FEDERAL AVIATION AGENCY - Alaskan Region
By Larry E. Small
Larry E. Small
Contracting Officer
Real Estate and Concession Unit
(Official Title)
Installation and Material Division

Rachel H. Nelson
(Witness)

Metlakatla Indian Community

Marion E. Williams
(Witness)

By Henry S. Littlefield Sr.

(If a corporation, witnesses' signatures not required.)

Henry S. Littlefield Sr., Mayor

If the contractor is a corporation, the following certificate shall be executed by the secretary or assistant secretary:

I, Russell Hayward, certify that I am the
Secretary of the corporation named in the above supplemental agreement; that
Henry S. Littlefield Sr., who signed said supplemental
agreement on behalf of the corporation was then Mayor thereof;
that said supplemental agreement was duly signed for and in behalf of said
corporation by authority of its governing body, and is within the scope of its
corporate powers.

Russell Hayward (CORPORATE)
Russell Hayward, Secretary

Approved: October 16, 1969

Charles A. Richmond
Area Director,
Bureau of Indian Affairs
Juneau, Alaska

AL FORM 195 (4-63) Use previous edition

(4420)

Resolution No. 69-41

BY THE METLAKATLA INDIAN COMMUNITY
COUNCIL ANNETTE ISLANDS RESERVE

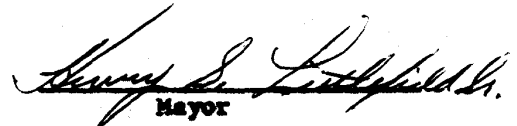
WHEREAS, the Metlakatla Indian Community of the Annette Islands Reserve is an Indian Chartered Corporation pursuant to the provisions of the Indian Reorganization Act of June 18, 1934, as amended by the Act of May 1, 1936, extending certain provisions of the former Act to Alaska and under its charter, constitution and by-laws has full power to transact business as a legal corporation, subject to the approval of the Secretary of the Interior or his authorized representative only if it involves a lease or other contract or agreement involving the Annette Islands Reserve which is held in a trust status, and

WHEREAS, Supplemental Agreement No. 7 to Lease Contract No. C5ca-284-A with the Federal Aviation Agency has been presented to the Metlakatla Indian Community for consideration, and

WHEREAS, Supplemental Agreement No. 7 will delete 84.9 acres from Lease Contract No. C5ca-284-A because the Federal Aviation Agency has no further need for this area, and the area which will be deleted is commonly known as the site of "Winnipeg Camp", and

NOW THEREFORE, BE IT RESOLVED by the Council of the Metlakatla Indian Community that Supplemental Agreement No. 7 be accepted and the Mayor and Secretary are hereby authorized to execute this agreement.

Introduced, passed, and adopted at Metlakatla, Alaska, this 15th day of OCTOBER, 1969.


Mayor

Attest:


Secretary

Certification

I hereby certify that the foregoing resolution was duly passed by the Metlakatla Indian Community Council at a meeting held at Metlakatla, Alaska, on the 15th day of OCTOBER, 1969, a quorum being present


Secretary

RESOLUTION NO. 297

BY THE METLAKATLA INDIAN COMMUNITY

WHEREAS Supplemental Agreement No. 7 to the Federal Reclamation Agency Lease Contract 35ca-234-1 has been presented to the Metlakatla Council for consideration.

WHEREAS, the Supplemental Agreement No. 7 will return some 34.9 acres to Metlakatla that was originally designated as the place where Winnipeg Camp is located.

IT IS THEREFORE, SO IT IS RESOLVED by the Metlakatla Indian Community Council of Annette Islands Reserve that the Supplemental Agreement No. 7 be accepted and the same be executed by the Mayor and Secretary.

Introduced, passed and adopted at Metlakatla, Alaska, this 30th day of July, 1965.

Signed:

Ed E. Jensen
Acting Mayor

WITNESSED:

J. P. Skjerve
Secretary

CERTIFICATION

I hereby certify that the foregoing resolution was duly passed by the Metlakatla Indian Community Council of Annette Islands Reserve at a meeting at Metlakatla, Alaska on the 30th day of July, 1965, a quorum being present.

J. P. Skjerve
Secretary

Document No. 12

AL-472

Proposed Release, Annette Island

Council of Annette Islands Reserve
Metlakatla Indian Community
P.O. Box 142
Metlakatla, Alaska 99926

Mr. Charles E. Jones, Area Realty Officer, Bureau of Indian Affairs, has returned the proposed Supplemental Agreement No. 8 to Lease Contract No. OYca-264-4 which we sent to your office 9 May 1969.

Mr. Jones requested that we change the proposed Supplement No. 8 by adding a notes and bounds description, including acreage, of the water line right-of-way.

Enclosed for your review and execution are three copies of the revised Supplemental Agreement No. 8, as requested by Mr. Jones. The right-of-way has been described and the annual rental adjusted accordingly.

If this Agreement is satisfactory, please execute all copies and return two to this office for our files. Your cooperation in this matter will be greatly appreciated.

As a matter of clarification regarding the number of acres remaining under this lease, our records indicate the following:

Original Lease, 12/13/48	4880 acres
Sup. #1, 12/20/54	--
Sup. #2, 3/15/57	--
Sup. #3, 12/1/61, cancelled Sups. #1&2	
Sup. #4, 2/20/63	
Add 68.870 acres for VORTAC	4948.9
Sup. #5, 2/17/65	
Release 94.46 acres	4854.41
Reed R-O-W	
Sup. #6, 7/1/65, power generation site	
Release 12.8 acres	4841.61
Sup. #7, 7/1/65 Winnipeg Camp Site	
Release 84.9 acres	4756.71
Sup. #8, Tracts No. 2, A & B	
Release 807 acres	3961.41
Reserve 4.23 for R-O-W	3965.64

CONCURRENCES
RTG. SYMBOL AL-472
INITIALS/SIG. [Signature]
DATE 7-22
RTG. SYMBOL
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DATE
RTG. SYMBOL AL-477
INITIALS/SIG. File
DATE

2

A copy of this correspondence, including Supplemental Agreement No. 8, is being sent to Mr. Jones.

EDWARD A. BOWEN
Chief, Logistics Branch, AL-470
Airways Facilities Division

3 Enclosures

cc: Mr. Charles H. Jones, Area Realty Officer
Bureau of Indian Affairs
U. S. Department of Interior
Box 3-8000

Juneau, Alaska w/ey of Lease No. C5ca-2841 and Supp. Nos. 1 thru 8

AL-430 w/ey of Sup #8

AL-24 " "

June-1 (20yx) w/ey of Sup #8

AL-472 Initials x529 7/18/69

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7-22

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FEDERAL AVIATION ADMINISTRATION
ALASKAN REGION
632 Sixth Avenue
Anchorage, Alaska 99501

Contract No. C5ca-284-A

SUPPLEMENTAL AGREEMENT NO. 8

THIS SUPPLEMENTAL AGREEMENT, made and entered into as of the 1st day of July, 1969, by and between the UNITED STATES OF AMERICA, hereinafter called the Lessee, represented by the Contracting Officer executing this agreement, and the Council of the Annette Islands Reserve, whose address is Metlakatla, Alaska 99926 hereinafter called the Lessor, WITNESSETH That:

WHEREAS, On the 13th day of December, 1948, the parties hereto entered into Contract No. C5ca-284-A, as amended, covering the following:

Lease of 4,880 acres, more or less, as more fully described in said lease; and

WHEREAS, it is found to be advantageous and in the best interest of the parties hereto to amend the description of the leased premises to delete certain portions in order that said lands may be released to the lessor, and to provide for a decrease of the rental paid the lessor, as a result of this release, the same specified in the aforesaid lease; and

WHEREAS, the parties find it will be to their mutual advantage to amend the said contract.

NOW, THEREFORE, the said contract is hereby amended in the following particulars only, viz:

1. By deleting from the leased premises, described in the said contract as amended, the following described parcel of land:

TRACT No. 2

Commencing at the centerline of Runway 12/30 at station 4+50 proceed S61°19'W 2000.0 feet to the true point of beginning of this description; thence S44°56'W 1570.0 feet to a point, said point lying on the Southwest boundary of the Annette Island Airfield leased area; thence N43°57'W 7500.0 feet to a point; thence S44°56'W 1570.0 feet to a point; thence S20°41'E 6002.7 feet to the point of beginning containing 485 acres more or less.

A Drawing No. AID-ANN-040.000X, designated "Exhibit A", illustrating the above described parcel of land, is attached hereto and made a part hereof.

2. By deleting from the leased premises, described in the said contract, as amended, the following described parcels of land:

TRACT A.

Commencing at the USC&GS Monument "Yellow Hill," proceed S 26°43'49" E 2740.97 feet to the true point of beginning of this description; thence due south 3381.70 feet to a point; thence S 48°20' W 4270.0 feet to a point; thence S 14°15' W 2795.36 feet to a point; thence N 73°13' W 60 feet, more or less, to a point on the east boundary of that certain road right-of-way; thence northerly 9500 feet more or less to a point; thence due east 1555 feet, more or less, to the point of beginning containing 228 acres less one acre previously relinquished for the auxiliary engine generator site for a net acreage of 227 acres more or less.

TRACT B

Commencing at the USC&GS Monument "Yellow Hill," proceed S 11°32'40" W 2498.6 feet to the true point of beginning of this description; thence in a southerly direction along the west boundary of that certain road right-of-way 9500 feet, more or less, to a point; thence N 73°13' W 100 feet, more or less to a point; N 14°15' E 4018.05 feet to a point; thence N 41°00' W 558.86 feet to a point; thence N 15°00' E 4690.63 feet to a point; thence due east 600.26 feet to the point of beginning containing 96 acres less one acre surrounding the FAA chlorinator building for a net acreage of 95 acres more or less.

A Drawing No. AID-ANN-040.003x, designated "Exhibit B," illustrating the above described parcels of land, is attached hereto and made a part hereof.

3. By reserving for the use of the Lessee, in Tract B described above, a 20-foot water line right-of-way, the centerline being described as follows:

20-foot Water Line Right-of-Way

Commencing at the USC&GS Monument "Yellow Hill," proceed S 11°32' 40" W 2498.6 feet to the northeast corner of tract B, which was relinquished to the Council of Annette Island Reserve, thence west along the north boundary line of tract B for a distance of 20 feet to the true point of beginning of this description, thence along the centerline S 23°00' W 30 feet to a point, thence S 11°00' W 543.9 feet to a point, thence S 33°30' W 40.5 feet to a point, thence S 14°45' W 423.6 feet to a point, thence S 46°20' W 143.1 feet to a point, thence S 28°40' W 717.3 feet to a point, thence S 31°20' W 328.6 feet to a point, thence S 12°30' W 337.6 feet to a point, thence S 30°30' W 311.9 feet to a point, thence S 2°00' W 604.7 feet to a point, thence S 2°14' W 793.7 feet to a point, thence S 3°10' W 371.4 feet to a point, thence S 13°20' W 272.7 feet to a point, thence S 13°15' W 236.0 feet to a point, thence S 13°45' W 130.7 feet to a point, thence S 14°00' W 137.1 feet to a point, thence S 13°00' W 274.5 feet to a point, thence S 13°30' W 186.1 feet to a point, thence S 15°05' W 396.1 feet to a point, thence S 12°00' W 236.2 feet to a point, thence S 15°15' W 446.5 feet to a point, thence S 14°40' W 357.4 feet to a point, thence S 14°45' W 436.4 feet to a point, thence S 13°20' W 436.8 feet to a point, thence S 13°45' W 291.5 feet to a point, thence S 14°40' W 555.5 feet to a point, thence S 14°15' W 143.0 feet to a point which is the end of the water line right of way, thence N 73°13' W 120 feet to the southwest corner of Parcel B, containing 4.23 acres more or less.

A Drawing No. AID-ANN-040.003cc, designated "Exhibit C," illustrating the above-described right-of-way, is attached hereto and made a part hereof.

4. Provide for decreasing the annual rental paid for the leased premises in the amount of \$802.77; and establish a new per annum rental of \$3,965.64 for the remaining leased premises in accordance with the terms of the aforesaid lease.

IN WITNESS WHEREOF, THE parties hereto have executed this agreement as of the date and year first above written.

THE UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION
ALASKAN REGION

By _____
LARRY D. SNELL, Contracting Officer
Real Estate & Utilities Section
Airway Facilities Division
(Official Title)

Council Annette Islands Reserve

(Witness)

(Witness)

(If a corporation, witnesses' signature not required.)

If the contractor is a corporation, the following certificate shall be executed by the secretary or assistant secretary:

I, _____, certify that I am the Secretary of the corporation named in the above supplemental agreement; that

_____, who signed said supplemental agreement on behalf of the corporation was then _____ thereof; that said supplemental agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(CORPORATE SEAL)

Document No. 13

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

ALASKAN REGION
632 SIXTH AVENUE
ANCHORAGE, ALASKA 99501
TELEPHONE 272-5561



DATE: 27 FEB 1973
IN REPLY REFER TO: AAL-421

SUBJECT: Annette Island Airport Disposal; AAL-58 letter of 31 January 1973

TO: AAL-50

Enclosed is a listing of facilities to be retained at Annette Island after 1 July 1973. The listing provides identification to facilities, building number, area, and roads cross-referenced by facility to corresponding drawing data. The facilities are surcharged in red on the drawings showing plot acreage which will be retained by the FAA for the navigational aids system on Annette Island. All other FAA real estate, equipment, and property recorded in your real and personal property records are subject to transfer agreement to the U.S. Coast Guard excepting certain on-road, special equipment, standby facility engine generators, and apartment living units covered in a 21 February 1973 meeting. That meeting, attended by representatives of AAL-52, AAL-58, AAL-421, and AAL-460, was for the purpose of fixing input responsibility for the Annette phase-out transfer schedule of real and personal property. Enclosures with this letter provide the AAL-400 support in this effort. Please note that by Speed Memo from AAL-58, dated 8 February 1973, the timing for our input was extended 15 days from the 15 February 1973 deadline.

SAM E. EPPLER
Chief, Airway Facilities Division, AAL-400

Enclosures

? about assoc. prep.

Annette Island Airport Disposal

1. The following is a list of facilities to be retained at Annette, Alaska, after July 1, 1973.

- a. RCAG plus land and access road.
RCAG Building number is 408.
Identified on Drawings ALD-ANN-020.000 and ALD-ANN-640.000 as "Peripheral Facility".
Drawing ALD-ANN-020.000 shows general location of this facility.
Refer to ALD-ANN-640.000 for building data and land plot size to be retained.
 - b. RTR C ANNB plus land and access road.
RTR C ANNB Building number is 409.
Identified on Drawings ALD-ANN-020.000 and ALD-ANN-660.001 as "HFCT Site".
Drawing ALD-ANN-020.000 shows general location of this facility.
Refer to ALD-ANN-660.000 for building data and land plot size to be retained.
 - c. RTR D ANNA plus land and access road.
RTR D ANNA Building number is ~~404~~ 411 (404)
Identified on Drawings ALD-ANN-020.000 and ALD-ANN-601.000 as "Remote Receiver Site".
Drawing ALD-ANN-020.000 shows general location of this facility.
Refer to ALD-ANN-601.000 for building data and land plot size to be retained.
The DF facility is also housed in Building ~~404~~ 411. The DF antenna is located off the original Remote Receiver Plot, therefore, this plot has been extended to include the DF antenna.
 - d. SRA plus land and access road.
SRA Building number is 407.
Identified on Drawings ALD-ANN-020.000 and ALD-ANN-220.000 as SBRA Radio Range Facility.
Drawing ALD-ANN-020.000 shows the general location of this facility.
Refer to ALD-ANN-220.000 for building data and land plot size to be retained.
- "NOTE" - The road leading from the edge of the SBRA Radio Range Facility land plot to the edge of Smugglers Cove is no longer needed as has been eliminated on drawing ALD-ANN-220.000. This elimination appears as a series of dashed lines.

Include House at end of this list.

2.

- e. VORTAC plus land and access road.
VORTAC Building number is 412.
Identified on Drawings ALD-ANN-020.000 and ALD-ANN-200.001 as VORTAC Facility or Doppler VORTAC Facility.
Drawing ALD-ANN-020.000 shows the general location of this facility. Drawing ALD-ANN-200.001 shows the building data and the land plot size to be retained.
2. In addition to the above facilities and land plots to be retained, the following facilities and/or space is to be retained.
 - a. Cable Hut plus land and access road.
Cable Hut number is 414.
Identified only on Drawing ALD-ANN-050.006 and not drawn to scale as to size or location.
Plot size to be retained has been identified on Drawing ALD-ANN-050.006.
 - b. STORAGE SPACE NEEDS
Mr. Large indicates that he will need all of building #223 for storage.
 - c. FSS/OFFICE SPACE NEEDS
Mr. Large, ANN AF, says there will be no reduction in the amount of space allocated to the FSS and he is not vacating any office space.
3. Other information:

The rotating beacon has always been maintained by the FAA, however, it is considered to be a part of the airport and should be transferred as a part of the airport.
4. In plotting out the amount of land to retain with each facility, please refer to the drawing listed for that facility. Land plot sizes have been shown on each drawing as measured from the center point of the building housing the facility.

Drawing ALD-ANN-020.000 is to be used only as a locating device, therefore, the general plot of land at each facility is not necessarily drawn to scale. Refer to the facility drawing for accurate measurements.
5. Other prints have been included showing, for reference only:
 - a. Schematic Control Cable Layouts - ALD-ANN-050.006
 - b. General Plan of Maintained Roads - ALD-ANN-020.001
 - c. Power and Control System - ALD-ANN-020.003

Document No. 14

TITLE 14 - AERONAUTICS AND SPACE

CHAPTER 1 - FEDERAL AVIATION ADMINISTRATION
DEPARTMENT OF TRANSPORTATION

[Docket No. *13037*]

PART 167 - ANNETTE ISLAND, ALASKA AIRPORT

Deletion

The purpose of this amendment to the Federal Aviation Regulations is to delete Part 167, "Annette Island, Alaska, Airport."

Part 167 prescribed aircraft landing and parking charges, motor vehicle and aircraft safety regulations, and regulations relating to individual conduct, creation of fire hazards, and the obligations of tenants for that area of Annette Island, Alaska, described as follows:

Commencing at U.S.C. & G.S. Triangulation Station "Yellow", latitude N. $56^{\circ}06'09.129''$, longitude W. $131^{\circ}34'25.982''$, proceed south $7^{\circ}31'$ west 13,189.30 feet to the true point of beginning; thence east 3,000 feet; thence south 1,000 feet; thence east 1,695.41 feet to a point on the mean high tide line; thence south $49^{\circ}35'$ east 6,337.71 feet to a point on the mean high tide line; thence south $42^{\circ}19'$ west 7,051.01 feet; thence south $28^{\circ}41'$ east 4,395 feet to a point on the mean high tide line; thence along the meander of the mean high tide line a distance of approximately 8,000 feet; thence north $28^{\circ}41'$ west 4,000 feet; thence south $44^{\circ}56'$ west 1,610 feet; thence north $43^{\circ}57'$ west 1,750 feet; thence north $44^{\circ}56'$ east 1,570 feet; thence north $28^{\circ}41'$ west 6,602.70 feet; thence north $33^{\circ}55'$ east 3,235 feet; thence north $55^{\circ}28'$ east 2,047.50 feet to the true point of beginning of this description, containing 2,081 acres, more or less.

Due to the opening of Ketchikan Airport on June 30, 1973, which is located approximately 18 miles from the Annette Island Airport it is expected that all landings of large air carrier aircraft and a

considerable number of birds and other persons. No formal flight plan for Annette Island Airport will be made at Kotlikan Airport. Because of that expected reduced traffic level at Annette Island Airport, the provisions of Part 167 will no longer be necessary. Therefore, Part 167 will cease to be effective at midnight on July 31, 1973, Pacific Daylight Time. However, the airport will continue to be available for use by aircraft after that date in an unlighted and unattended condition. Activities on or about the facilities at the Annette Island Airport operated by the U. S. Coast Guard will be conducted as prescribed by the Commanding Officer, U. S. Coast Guard Air Station, Annette Island, Alaska.

Since this amendment relates to a regulatory matter, compliance with the notice, public procedure, and administrative provisions of 5 U.S.C. § 553 is not required.

This amendment is made under the authority of § 10 of the International Aviation Facilities Act (49 U.S.C. § 1159), § 513(a) of the Federal Aviation Act of 1958 (49 U.S.C. 1354(a)), § 6(c) of the Department of Transportation Act (49 U.S.C. 1655(c)), and § 1.47 of the Regulations of the Office of the Secretary of Transportation, 49 CFR § 1.47.

In consideration of the foregoing, Part 167 of Chapter 1 of Title 14 of the Code of Federal Regulations is deleted effective midnight on July 31, 1973, Pacific Daylight Time.

(signed) Alexander P. Buttsfield
Administrator

Issued in Washington, D.C., on JUL 16 1973

Document No. 15

November 27, 1973

Mr. Wally Leask
City Hall
Metlakatla, Alaska 99926

Dear Wally:

Pursuant to the request of Lowell K. Halverson, Esq., dated September 20, 1973, we are enclosing a copy of the Negative Environmental Declaration pertaining to the proposed Agreements between the Federal Aviation Administration and the Metlakatla Indian Community. It should be recognized that the several Draft Agreements attached to the Negative Declaration represent the substance of the proposals upon which the Negative Declaration is based and do not purport to represent the form of the final Agreements that may be executed by the parties.

An additional copy of the Declaration is being furnished to you for your transmittal to Mr. Halverson.

Very truly yours,

DONALD H. BOBERICK
Regional Counsel

2 Enclosures

cc: Mr. Lowell K. Halverson
DHBoberick:AAL-7:x215:cb:11/27/33:4423

CONCURRENCES
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Nov. 23, 1973

AAL-7 FILE

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
ALASKAN REGION

NEGATIVE ENVIRONMENTAL DECLARATION
ANNETTE ISLAND AIRPORT, ALASKA

ACTIONS COVERED BY THIS DECLARATION

1. Proposed agreement between the Federal Aviation Administration and the Metlakatlan Indian Community terminating that certain lease agreement entered into between the parties on December 13, 1948, involving the lease of approximately 4,880 acres of land situated on Annette Island, Alaska.
2. Proposed agreement between the Federal Aviation Administration and the Metlakatlan Indian Community in which the Federal Aviation Administration will lease from the Community approximately 153 acres of land situated at Annette Island, Alaska.
3. Certain additional and related agreements (approximately five in number) between the Federal Aviation Administration and the Metlakatlan Indian Community, the purpose of which is to provide for the assignment by the Federal Aviation Administration to the Metlakatlan Indian Community all of the FAA's rights, powers, privileges, and benefits contained in several agreements by and between the FAA and various third parties which are now in force and effect and to further provide that the Metlakatlan Indian Community will assume all of the rights, benefits, duties, and obligations to which FAA was subject under such agreements.

DESCRIPTION OF THE PROPOSED ACTION

The Department of Transportation, Federal Aviation Administration (FAA), is proposing to enter into written agreements with the Metlakatlan Indian Community, sometimes known as Council of the Annette Island Reserve, to: (1) terminate its present lease with the Community which was entered into in 1948, in which there is leased to the FAA certain lands comprising approximately 4,880 acres at Annette Island, Alaska, for purposes necessary and appropriate to the operation and maintenance by the FAA of an airport, air navigation facilities, communications facilities, weather stations, housing facilities, and other related purposes; (2) lease from the Community certain lands comprising approximately 153 acres on Annette Island upon which air navigation facilities have heretofore been constructed; and (3) assign to the Community all rights, privileges, and benefits of the FAA in various sub-leases, contracts, licenses, permits, and other agreements now in force and effect between the FAA and other parties. This proposal stems from a determination that a substantial portion of the lands leased under the 1948 lease are excess to FAA needs. Copies of the proposed agreements to be executed contemporaneously are attached hereto.

Under the terms of the 1948 lease, FAA, while having the right to permit the lease to expire at the end of its natural term (June 30, 1974), has no power to terminate the lease prior to its natural expiration nor to reduce the number of parcels of land subject to the lease in the absence of an agreement by the lessor to do so.

The determination that a substantial portion of the lands leased under the terms of the 1948 lease are excess to FAA needs has been made as a result of the construction by the State of Alaska of the Ketchikan/Gravina Island Airport. With completion of that airport in June 1973, Civil Aeronautics Board certificated scheduled air carriers, serving the Ketchikan area, are no longer required to provide service to Annette Island Airport with large aircraft. Since large commercial jet aircraft do not now utilize the Annette Island Airport, the airport no longer qualifies for certain terminal navigational aid facilities nor does there exist a necessity for the FAA to continue to operate and maintain an airport suitable for large transport aircraft operations. It is anticipated, however, that the airport will continue to be operated by the Community as a public airport to serve the Annette Island Reserve.

Under the proposed agreements with the Community, FAA will retain four facilities at Annette Island. The facilities are: (1) VOR site; (2) RCAG site; (3) SBRA Range site; (4) Remote Receiver site (Exhibit B, Part I attached).

The instrument landing system, consisting of the localizer, glide slope, and markers will be decommissioned. The electronic equipment and fixtures will be salvaged. The remaining portion of the system (footings, buried cable, buildings, etc.) will be transferred as related personal property to the Community. Certain airport facilities (described in Exhibit B, Parts II and III attached) which are an inherent part of the operation of the U. S. Coast Guard Air Station and the National Weather Service facilities will be transferred to those respective agencies. All remaining airport facilities (runway, taxiways, roadways, runway lighting system, approach light system, airport traffic control tower, living quarters, and miscellaneous buildings consisting of shops, storage buildings, warehouses, etc.) and related support facilities (sewage lagoon, water supply system, and power supply systems) will be transferred to the Community for its use and benefit. Improvements transferred to other federal agencies are subject to a requirement that the property be removed from the leased lands unless the agency having custody and the Community agree to permit the properties to remain in place. Based upon current plans, the U. S. Coast Guard and the National Weather Service will, contemporaneously with the proposed action, enter into lease agreements with the Community for their continued occupancy of the lands on which such improvements are situated.

ANALYSIS OF THE PROPOSED ACTION

The possible environmental impacts that would evolve due to the action described above are as follows:

Staffing (FAA) requirements at Annette Island to operate and maintain the facilities consisted of approximately 26 personnel in FY-1971 and FY-1972. In FY-1973, the staffing was reduced to 20 and in FY-1974, the projected staffing is estimated to be 2. This reduction of staffing is not expected to cause any significant impact upon the Community, as these persons lived in government quarters and obtained supplies, etc., in Ketchikan or Seattle. It will have an effect on the local school system, as dependents attended the local schools. This would lower the student/teacher ratio, thus affording more individual attention to the remaining students.

We do not anticipate loss of income to residents of Annette Island to be a significant impact, as jobs that local hires held should still be available through the Community's planned continuation of the operation of the airport and related facilities. In fact, with the Community's assumption of the benefits of the several contracts with third parties being assigned to it, together with the realization of substantial rental income from real properties being released by FAA, the revenues to be realized by the Community as a result of the proposed action will significantly exceed the revenues presently flowing to the Community under the 1948 lease. Additionally, the necessary management of the released properties should produce additional jobs for local residents.

There will be a reduction in the quantity of electricity that will be purchased from the Metlakatla Power and Light Company due to the proposed action; actual dollar figures are not available. The loss of income to the power company will be represented principally by facilities that are de-commissioned by the FAA. Those facilities and properties released to the Community are expected to be managed in such a way as to continue to require the purchase of electricity.

ALTERNATIVES

There are three alternatives to the above action.

1. Allow the 1948 lease to expire on June 30, 1974, and remove all facilities.
2. Continue the present lease and operate the en route navigational aids (VOR, RCAG, SRBA, and Remote Receiver) only.
3. Take no action at all.

Alternative number one is not a feasible alternative, as there is a significant safety requirement for the en route navigational aids (VOR, RCAG, SBRA, and Remote Receiver) serving this area of Southeastern Alaska.

If FAA elected alternative number two and operated only the en route aids while continuing the present lease, this would deprive the Community of income-producing properties it will receive as a result of the action. It is also the position of the Community that this would be contrary to the purposes clause of the 1948 lease and would result in a breach of the lease agreement. While the FAA does not concur in this conclusion, the exercise of this alternative could result in lengthy and costly litigation.

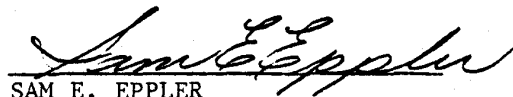
The third alternative of no action would be very uneconomical for the FAA. Since the airport no longer qualifies for the terminal aids, we no longer can justify the staffing of people necessary to operate and maintain the facility at its previous level.

All three of the alternatives would deny the Community of the realization of income produced by operating rights of third parties utilizing the airport facilities as well as through the rental of housing and other associated properties. Therefore, there is no feasible and prudent alternative to the proposed action.

The proposed action is not considered to be controversial from an environmental standpoint. There are no known adverse environmental impacts, such as air, water, or land pollution; threats to health; or impact on ecological systems, such as wildlife, fish, and marine life.

RECOMMENDATION

The opinion of the undersigned, upon careful review of the proposed action, is that (1) all pertinent environmental factors have been adequately assessed, and (2) the proposed action, if taken, will not significantly affect the environment.

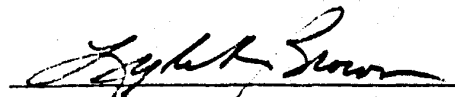


SAM E. EPPLER

Chief, Airway Facilities Division, AAL-400

☒ Approved

☐ Disapproved



LYLE W. BROWN
Director, AAL-1
recycled paper

Jul 23, 1973
Date

ecology and environment

October 18, 1973

AAL-7

Draft Environmental Assessment: Annette Island, Alaska

Regional Counsel

AAL-422

We have reviewed the draft environmental assessment prepared by you. As a result, we have rewritten certain portions of the section entitled 'Description of the Proposed Action' so as to make it conform more closely to the legal status of the proposed action.

We do not pass upon the adequacy of the assessment with respect to the totality of the considerations given to the possible impacts. We do suggest, however, that the assessment is inadequate from the standpoint of the consideration of alternatives to the proposed action. Before it can be concluded that "there are no feasible and prudent alternatives to the above action", those alternatives to the proposed action that are available should first be expressed in the assessment. Otherwise, it cannot be determined what those alternatives were that you find to be not feasible or prudent.

As a further suggestion, we would also think it appropriate to discuss in the analysis factors related to whether or not the proposed action is highly controversial.

DONALD H. BOBERICK

Enclosure

DHBoberick:pjc:AAL-7:x215:10/18/73

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D R A F T

Environmental Assessment:
Annette Island, Alaska

Description of the Proposed Action

The Federal Aviation Administration (FAA) is proposing to enter into written agreements with the Metlakatlan Indian Community, sometimes known as Council of the Annette Island Reserve, to: (1) terminate its present lease with the Community, which was entered into in 1948, in which there is leased to the FAA certain lands at Annette Island, Alaska, for purposes necessary and appropriate to the operation and maintenance by the FAA of an airport, air navigation facilities, communications facilities, weather stations, housing facilities, and other related purposes; and (2) lease from the Community certain lands on Annette Island upon which air navigation facilities have heretofore been constructed. This proposal stems from a determination that a substantial portion of the lands leased under the 1948 lease are excess to FAA needs. Copies of the proposed agreements are attached.

Under the terms of the 1948 lease, FAA, while having the right to permit the lease to expire at the end of its natural term (June 30, 1974), has no right to terminate the lease prior to its natural expiration nor to reduce the number of parcels of land subject to the lease in the absence of an agreement by the lessor to do so.

The determination, that a substantial portion of the lands leased under the terms of the 1948 lease are excess to FAA needs, has been made as a result of the construction by the State of Alaska of the Ketchikan/Gravina Island Airport. With completion of that airport in June 1977, Civil Aeronautics Board Order 80-10-10, which authorized the construction of the Ketchikan/Gravina Island Airport, and the fact that the airport is now operational, leaving the Annette Island Airport as a backup airport.

required to provide service to Annette Island Airport with large aircraft. Since large commercial jet aircraft do not now utilize the Annette Island Airport, the airport no longer qualifies for certain terminal navigation aid facilities, nor does there exist a necessity for the FAA to continue to operate and maintain an airport suitable for large transport aircraft operations. It is anticipated, however, that the airport will continue to be operated by the Community as a public airport to serve the Annette Island Reserve.

Under the proposed agreements with the Community, FAA will retain four facilities at Annette Island. The facilities are: (1) VOR site; (2) RCAG site; (3) SBRA Range site; (4) Remote Receiver site.

The instrument landing system, consisting of the localizer, glide slope, markers, and approach light system will be decommissioned. The electronic equipment and fixtures will be salvaged. The remaining portion of the system (footings, buried cable, buildings, etc.) will be abandoned in place. All other airport facilities (runway, taxiways, roadways, runway lighting system, airport traffic control tower, living quarters, miscellaneous buildings consisting of shops, storage buildings, warehouses, etc.) and all related support facilities (such as sewage lagoon, water supply system and power supply systems), which are not transferred to some other federal agency, will be transferred to the Community for its use. A list of improvements to real property at Annette Island is attached. The ownership of those improvements to the real property which are crossed out on the attachment will be transferred to other federal agencies, particularly the Coast Guard and National Weather Service. Those improvements indicated

to be transferred to other agencies is tentative and subject to change. These transfers of ownership are subject to a requirement that the property be removed from Annette Island unless the agency having custody and the Community agree to permit the properties to remain in place. It is anticipated that those other federal agencies will enter into lease agreements with the Community for their continued occupancy of the land on which such improvements are situated.

Analysis of the Proposed Action

The possible environmental impacts that would evolve due to the action described above are as follows:

Staffing (FAA) requirements at Annette Island to operate and maintain the facilities consisted of approximately 26 personnel in FY 1971 and FY 1972. In FY 1973 the staffing was reduced to 20, and in FY 1974 the projected staffing is estimated to be 2. This reduction of staffing is not expected to cause any vast impact upon the community, as these people lived in government quarters, and obtained supplies, etc., from the FAA Commissary. It will have an effect on the local school system, as dependents attended the local schools. This would lower the student/teacher ratio, thus affording more individual attention to the remaining students.

We do not anticipate loss of income to residents of Annette Island to be a major impact, as jobs that local hires held should still be available if the community elects to continue the operation of the airport, ~~and related facilities.~~

There will be a reduction in the quantity of electricity that will be purchased from the Metlakatla Power and Light Company, due to the proposed action; actual dollar figures are not available at this time.

The loss of income to the power company will be represented by facilities ~~that are abandoned by the Federal Government.~~ ^{decommissioned mill/or} ~~As shown on the enclosed property report, there are quite a few facilities that will still~~

~~under federal ownership that require power.~~

There are no known adverse environmental impacts, such as air, water, or land pollution or threats to health or impact on ecological systems, such as wildlife, fish, and marine life.

Alternatives

~~Due to the technical manpower, equipment requirements, and the related support facilities, plus the fact that according to FAA criteria, the airport no longer qualifies for certain navigational aid facilities, it is in the best interest of the general public that the above action be taken.~~

There are no feasible and prudent alternatives to the above action.

Recommendation

The opinion of the undersigned, upon careful review of the proposed action, is that (1) all pertinent environmental factors have been adequately assessed, and (2) the proposed action, if taken, will not significantly affect the environment.

SAM E. EPPLER

☐ Approved

☐ Disapproved

LYLE K. BROWN
Director, AAL-1

Document No. 16

TERMINATION AGREEMENT

0

THIS TERMINATION AGREEMENT, made and entered into this 15TH day of JANUARY, 1974, by and between the Metlakatla Indian Community, sometimes known as Council of the Annette Islands Reserve, whose address is P.O. Box 8, Metlakatla, Alaska 99926, hereinafter called the Lessor, and the United States of America, Department of Transportation, Federal Aviation Administration, whose address is 632 Sixth Avenue, Anchorage, Alaska 99501, hereinafter called the Lessee, represented by the Contracting Officer executing this agreement.

WITNESSETH

WHEREAS, the Lessor is the beneficial owner of the Annette Islands Reserve pursuant to Section 15 of the Act of March 3, 1891, 26 Stat. 1101; and

WHEREAS, the Lessor is organized pursuant to the provisions of Section 16 of the Act of June 18, 1934, 48 Stat. 987 with a Constitution and Bylaws approved by the Secretary of the Interior on August 23, 1944; and

WHEREAS, under Article IV, Section 4, of the Constitution of the Lessor and pursuant to Section 4 and 5 of the Corporate Charter of the Lessor approved by the Secretary of the Interior pursuant to the provisions of Section 17 of the Act of June 18, 1934, 48 Stat. 988, the Council of the Lessor is empowered to lease lands of the Reserve with approval of the Secretary of the Interior; and

WHEREAS, a lease (hereinafter known as the "1948 Lease") was made and entered into between the Lessor and the Lessee on December 13, 1948, for purposes necessary and appropriate to the proper operation and maintenance by the Lessee of an airport, air navigation facilities, weather station, housing facilities, and all related purposes; and

WHEREAS, the Lessee has determined that a substantial portion of the premises leased under the "1948 Lease" is excess to its needs and is willing to return the excess portion of the premises leased to the Lessor; and

WHEREAS, the Lessee has determined that the cost of relocation of certain additions, structures, signs, and improvements hereinafter identified would be in excess of their value and such relocation would not be in the best interest of the public; and

WHEREAS, it has been determined to be in the common interest of both the Lessor and the public that an operable public airport remain available to serve the Annette Islands Reserve.

NOW, THEREFORE, in consideration of the premises set forth herein and subject to the terms and conditions set forth below, the Lessor and Lessee agree to terminate the "1948 Lease" for all that certain real property located in the Ketchikan Recording District, First Judicial District, State of Alaska, more particularly described within the "1948 Lease", and subsequent amendments thereto.

SPECIAL TERMS AND CONDITIONS

1. The Lessor agrees to assume and administer all outstanding concessions, permits, leases, and easements as well as any other valid existing rights in the leased premises previously conveyed to third parties by the Lessee, all of which are identified in Exhibit C attached hereto and made a part hereof.

2. The Lessor agrees to execute a new land lease in favor of the Lessee, at a rental rate not to exceed one dollar per acre, renewable annually until June 30, 1993 at the option of the Lessee for the following described real property having a total aggregate area of 153.66 acres, more or less, as shown on Exhibit A, attached hereto and by this reference made a part hereof.

All that certain real property located within the Ketchikan Recording District, First Judicial District, State of Alaska, more particularly described as follows:

VOR: Beginning at the intersection of the centerline of runways 2-20 and 12-30, proceed N28°41'W a distance of 7600 feet to a point; thence N61°19'E a distance of 1750 feet to the TRUE POINT OF BEGINNING;

thence East a distance of 2000 feet to a point;

thence North a distance of 2000 feet to a point;

thence West a distance of 2000 feet to a point;

thence South a distance of 2000 feet to a point being the TRUE POINT OF BEGINNING.

AND

REMOTE RECEIVER: Beginning at the intersection of the centerline of runways 2-20 and 12-30, proceed N28°41'W a distance of 3500 feet to a point, thence S61°19'W a distance of 705.5 feet to a point on the West boundary line of the Metlakatla Road right-of-way, being the TRUE POINT OF BEGINNING;

thence S61°08'33"W a distance of 1340 feet to a point;

thence N28°51'27"W a distance of 1500 feet to a point;

thence N61°08'33"E a distance of 1340 feet to a point on the West boundary line of the Metlakatla Road right-of-way;

thence S28°51'27"E a distance of 1500 feet along the West Boundary line of the Metlakatla Road right-of-way to a point, being the TRUE POINT OF BEGINNING.

This tract having an area of 46.14 acres, more or less.

AND

SBRA Range: Beginning at the intersection of the centerline of runways 2-20 and 12-30, proceed N28°41'W a distance of 13,700 feet to a point, being the TRUE POINT OF BEGINNING;

thence N79°W a distance of 500 feet to a point;

thence N11°E a distance of 660 feet to a point;

thence S79°E a distance of 660 feet to a point;

thence S11°W a distance of 660 feet to a point;

thence N79°W a distance of 160 feet to a point, being the TRUE POINT OF BEGINNING.

This tract having an area of 10.0 acres more or less.

AND

RCAG: Beginning at the intersection of the centerline of runways 2-20 and 12-30, proceed N28°41'W a distance of 13,000 feet to a point, thence N61°19'E a distance of 1100 feet to the TRUE POINT OF BEGINNING;

thence N45°E a distance of 500 feet to a point;

thence N45°W a distance of 500 feet to a point;

thence S45°W a distance of 500 feet to a point;

thence S45°E a distance of 500 feet to a point, being the TRUE POINT OF BEGINNING.

This tract having an area of 5.7 acres, more or less.

A paper survey has been utilized to establish all bearings and distances for the above listed legal descriptions.

3. It is understood and agreed by both parties that all additions, structures, signs, and improvements listed in Exhibit B, except as hereinafter provided, shall be and remain the property of the U.S.; provided, however, that, nothing in this agreement shall be construed as dispositive

of the question of ownership of any improvements on Annette Island constructed by the U.S. prior to the execution of the "1948 lease"; provided further that the U.S. shall have the right to remove all additions, structures, signs, and improvements listed in Exhibit B owned by the U.S. within a reasonable time following the effective date of this Termination Agreement or upon terms established for such removal in any new leases, but the U.S. shall not be entitled to keep such additions, structures, signs, and improvements in place beyond the periods herein prescribed.

4. Notwithstanding the provisions of paragraph 8 of the "1948 Lease", all additions, structures, signs, and improvements other than those listed in Exhibit B on the "1948 Lease" premises shall be and become the property of the Lessor.

5. All Personal Property on the Leased Premises now owned by the Lessee shall be and remain the property of the Lessee, provided, however, within 30 days after the execution of this agreement the parties hereto shall cooperate in making an inventory of all personal property, if any to be transferred to the Lessor.

6. The Lessee will upon termination of the "1948 Lease" pay to the Lessor the sum of _____ representing the amount owing for occupancy by Lessee of the premises during the period between July 1, 1973 and the execution of this Termination Agreement.

7. In respect of all rights granted the Lessee herein, the Lessee shall indemnify and save harmless the Lessor for and against all claims for compensatory money, damages for injury, or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of the Lessee while acting within the scope of his office or employment under circumstances where the Lessee, if a private person, would be liable in accordance with the law of the place where the act or omission occurred. The foregoing indemnity shall not extend to claims based upon acts or omissions of the Lessee's employees for which the Lessee would not be liable under the Federal Tort Claims Act of 1945 (28.U.S.C. 2671 et seq.) as now or hereafter amended. The Lessor shall furnish the Lessee with reasonable notice of any claims made against the Lessee.

8. The Lessee shall be forever released and discharged from all obligations and duties existing under the "1948 Lease".

IN WITNESS WHEREOF, the parties have caused the Termination Agreement
to be signed by their respective officers thereunto duly authorized, as
of this 15TH day of JANUARY, 1974.

SEAL

METLAKATLA INDIAN COMMUNITY

BY

Solomon Guthrie
Mayor

Robert H. [Signature]
Secretary

FEDERAL AVIATION ADMINISTRATION

BY

Harold Smith
Contracting Officer

APPROVED:

DEPT. OF THE INTERIOR

BY

John A. Moore II
John A. Moore II
Acting Area Director

Document No. 17

ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT, made and entered into as of the first day of December 1973 by and between the Metlakatla Indian Community, sometimes known as Council Annette Island Reserve, whose address is P.O. Box 8 Metlakatla, Alaska, 99926, hereinafter called the Community and the United States of America, Department of Transportation, Federal Aviation Administration, whose address is 632 Sixth Avenue, Anchorage, Alaska 99501, hereinafter called the FAA, represented by the Contracting Officer executing this agreement.

WITNESSETH:

WHEREAS, the FAA has terminated its Annette Island Airport Lease No. C5ca-284A (hereinafter referred to as the "1948 Lease") with the Community, effective December 1, 1973; and

WHEREAS, the Community has agreed in consideration of the termination of the "1948 Lease" to honor all those agreements by and between the FAA and various third parties which are in force and effect at the time of said termination.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

The FAA hereby assigns, transfers and releases to the Community, as of the date of this agreement, all rights, powers, privileges and benefits contained in the various leases, contracts, licenses, permits and other agreements (all hereinafter referred to as Agreements) listed on Exhibit A attached hereto and made a part hereof, wherein and whereby the FAA granted various rights and privileges to the contractors, licensees, permittees and users (all hereinafter referred to as the "Users") of Annette Island Airport, to the same extent and in the same manner as all such rights, powers, privileges and benefits applied to and were assumed by the FAA upon the execution of the Agreements.

The Community hereby agrees, as of the date of this agreement, to assume all the rights, benefits, duties, obligations and conditions in the Agreements listed on Exhibit "A" to the same extent and in the same manner as such rights, benefits, duties, obligations and conditions applied to and were assumed by the FAA upon execution thereof, and agrees to perform all the undertakings, obligations and duties assumed by the FAA in the Agreements and shall defend and save harmless the FAA from and against any claims, damages, penalties, judgments, expenses or charges which may be made suffered, imposed, assessed or incurred by reason of the failure of the Community to undertake, perform or complete any obligation or duty imposed by or contained in the Agreements which the Community has hereby agreed to assume.

ARTICLE II

Notices to the FAA required by this agreement shall be sufficient if sent by registered mail, postage prepaid, addressed to the Regional Director, Federal Aviation Administration, 632 Sixth Avenue, Anchorage, Alaska 99501 and notices to the Community if sent by registered mail, postage prepaid, addressed to the Metlakatla Indian Community, P.O. Box 8, Metlakatla, Alaska 99926, or to such other representative addressees as the parties hereto may designate in writing from time to time.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first written above.

THE UNITED STATES OF AMERICA, DEPARTMENT
OF TRANSPORTATION, FEDERAL AVIATION
ADMINISTRATION

By _____

Title _____

APPROVED:

DEPT. OF THE INTERIOR

METLAKATLA INDIAN COMMUNITY

By _____

By _____

Title _____

Title _____

Document No. 18

Dec. 1, 1973

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

Lease No.: DOT-FA73AL-8046
Annette Island Facilities

LEASE

between

METLAKATLA INDIAN COMMUNITY

and

THE UNITED STATES OF AMERICA

This LEASE, made and entered into this first day of December in the year one thousand nine hundred and seventy-three by and between the Metlakatla Indian Community, whose address is P.O. Box 8, Metlakatla, Alaska 99926, for itself and its successors, and assigns, hereinafter called the lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: Pursuant to the authority provided by § 303(c) of the Federal Aviation Act of 1958, as amended (49 U.S.C. 1344), § 10 of the International Aviation Facilities Act (49 U.S.C. 1159), and the Indian Lands Act of August 9, 1955, as amended (49 U.S.C. 415), the parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described property, hereinafter called the Premises, viz:

All that certain real property located within the Ketchikan Recording District, First Judicial District, State of Alaska, more particularly described as follows:

VOR: Beginning at the intersection of the centerline of runways 2-20 and 12-30, proceed N28°41'W a distance of 7600 feet to a point; thence N61°19'E a distance of 1750 feet to the TRUE POINT OF BEGINNING,

thence East a distance of 2000 feet to a point;

thence North a distance of 2000 feet to a point;

thence West a distance of 2000 feet to a point;

thence South a distance of 2000 feet to a point being the TRUE POINT OF BEGINNING.

This tract having an area of 91.82 acres, more or less.

AND

REMOTE RECEIVER: Beginning at the intersection of the centerline of runways 2-20 and 12-30, proceed N28°41'W a distance of 3500 feet to a point, thence S61°19'W a distance of 705.5 feet to a point on the West boundary line of the Metlakatla Road right-of-way, being the TRUE POINT OF BEGINNING;

thence S61°08'33"W a distance of 1340 feet to a point;

thence N28°51'27"W a distance of 1500 feet to a point;

thence N61°08'33"E a distance of 1340 feet to a point on the West boundary line of the Metlakatla Road right-of-way;

thence S28°51'27"E a distance of 1500 feet along the West Boundary line of the Metlakatla Road right-of-way to a point, being the TRUE POINT OF BEGINNING.

This tract having an area of 46.14 acres, more or less.
recycled paper

ecology and environment

AND

SBRA Range: Beginning at the intersection of the centerline of runways 2-20 and 12-30, proceed N28°41'W a distance of 13,700 feet to a point, being the TRUE POINT OF BEGINNING;

thence N79°W a distance of 500 feet to a point;

thence N11°E a distance of 660 feet to a point;

thence S79°E a distance of 660 feet to a point;

thence S11°W a distance of 660 feet to a point;

thence N79°W a distance of 160 feet to a point, being the TRUE POINT OF BEGINNING.

This tract having an area of 10.0 acres, more or less.

AND

RCAG: Beginning at the intersection of the centerline of runways 2-20 and 12-30, proceed N28°41'W a distance of 13,000 feet to a point, thence N61°19'E a distance of 1100 feet to the TRUE POINT OF BEGINNING;

thence N45°E a distance of 500 feet to a point;

thence N45°W a distance of 500 feet to a point;

thence S45°W a distance of 500 feet to a point;

thence S45°E a distance of 500 feet to a point, being the TRUE POINT OF BEGINNING.

This tract having an area of 5.7 acres, more or less.

A paper survey has been utilized to establish all bearings and distances for the above listed legal descriptions. See Attachment A.

a. Together with a right-of-way for ingress to and egress from the premises; a right-of-way or rights-of-way for establishing and maintaining a pole line or pole lines for extending electric power, and telecommunications facilities to the premises; and right-of-way for subsurface power, communication and water lines to the premises; all rights-of-way to be over the said lands and adjoining lands of the lessor, and unless herein described by metes and bounds, to be by routes reasonably determined to be the most convenient to the Government.

b. And the right of grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of air navigation and telecommunications facilities.

c. And the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which fixtures, additions, or structures so placed in or upon, or attached to the said premises shall be and remain the property of the Government, and may be removed upon the effective date of termination of this lease, or within 90 days thereafter, by or on behalf of the Government, or its grantees, or purchasers of said fixtures, additions, structures, or signs.

2. The term of this lease shall extend from January 15, 1974, to June 30, 1993, provided that the Government may, by thirty (30) days written notice to the Lessor, terminate this lease on June 30 of any year, and provided further that continuance of the lease beyond June 30 of any year shall be contingent upon the availability of appropriated funds for the payment of rentals after June 30.

3. The Government shall pay the Lessor for the premises at the rate of One (\$1) Dollar per acre, with the total annual rental of One Hundred Fifty-Three Dollars and sixty-six cents (\$153.66) for the term set forth in Article 2 above.

4. The Government may terminate this lease, in whole or in part, at any time by giving 90 days notice in writing to the lessor, and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. No Member of Congress or Resident Commissioner shall be admitted to any share or part of this lease, or to any benefit to arise therefrom. Nothing, however, herein contained, shall be construed to extend to any incorporated company if the lease be for the general benefit of such corporation or company.

6. The lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, brokerage, percentage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the lessor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this lease without liability, or in its discretion to deduct from the contract price or consideration, the full amount of such commissions, brokerage, percentage, or contingent fee.

7. The Government shall surrender possession of the premises upon the expiration or the effective date of termination of this lease. If the Lessor, by written notice at least sixty (60) days before the expiration or the effective date of termination requests restoration of the premises, the Government at its option shall within ninety (90) days thereafter, or within such additional time as may be mutually agreed upon, either (1) restore the premises to as good condition as that existing at the time of the Government's entering upon the premises under this lease (changes to the premises in accordance with paragraph 1 above, ordinary wear and tear, damage by natural elements and by circumstances over which the Government has no control, excepted) or (2) make an equitable adjustment in the lease amount for the cost of such restoration of the premises or the diminution of the value of the premises if unrestored, whichever is less. Should a mutually acceptable settlement be made hereunder, the parties shall enter into a supplemental agreement hereto effecting such agreement. Failure to agree to any such equitable adjustment shall be a dispute concerning a question of fact within the meaning of Clause 8 of this lease.

8. (a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the lessor. The decision of the Contracting Officer shall be final and conclusive unless within 30 days from the date of receipt of such copy, the lessor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Secretary, Department of Transportation. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the lessor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the lessor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above: Provided, That nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

(c) Notwithstanding any other provision hereof, appeals from any action of the Secretary of the Interior relating to this lease shall be taken pursuant to provisions of 25 Code of Federal Regulations Part 2.

9. The Government shall indemnify and save harmless the lessor for and against all claims for compensatory money, damages for injury, or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of the Government while acting within the scope of his office or employment under circumstances where the Government, if a private person, would be liable in accordance with the law of the place where the act or omission occurred. The foregoing indemnity shall not extend to claims based upon acts or omissions of the Government's employees for which the Government would not be liable under the Federal Tort Claims Act of 1945 (28.U.S.C. 2671 et seq.) as now or hereafter amended. The lessor shall furnish the Government with reasonable notice of any claims made against the Government.

10. The Government is fully familiar with the physical condition of the property and has received the same in good order and condition. The Government shall use the property for the completion of the Government's mission and will not do or permit any act or thing which is contrary to any law, ordinance, rule, or regulation applicable to the property or which might impair the value of usefulness of the property or any part thereof, or which constitutes a public or private nuisance or waste.

11. The Government will, at its expense, keep the property in good and clean order and condition and will make all necessary or appropriate repairs or replacement.

12. The Government shall not assign this lease or enter into any sublease, concession agreement, or other contract providing for the use or occupancy of any part or all of the property without first obtaining the consent in writing of the lessor.

13. The lessor and/or its authorized representative may enter the property or any part thereof, while in the company of a representative of the Government, at all reasonable times for the purpose of inspecting the same.

14. The lessor will provide within its capabilities, during the terms of this lease, those utility services deemed necessary by the Government as are now or may become available.

15. It is agreed by both parties that individual utility contracts will be prepared at such time as they are required.

16. The lessor agrees that the lessee through any of its employees or agents shall at all times have the right to make nonexclusive use of the landing area of the airport without charge; Provided, however, the lessee shall be obligated, in the event its use of the landing area is substantial, to contribute a reasonable share of the cost of maintaining and operating the landing area, commensurate with the use made by it.

17. In addition to paragraph 1a of this lease, the lessor agrees to reserving to the Government the right of access to and the continued use of such utilities, power cables, telephone and/or other service lines or communications lines including associated structures as are presently established.

18. In addition to paragraph 1c of this lease, the lessor agrees that all fixtures, additions, structures, signs and other improvements now existing on the premises shall be and remain the property of the Government, and may be removed on or before the effective date of termination of this lease or within 365 days thereafter by or on behalf of the Government or its grantees or purchasers of said fixtures, additions, structures, signs and other improvements, provided that nothing in this lease shall be construed as dispositive of the question of ownership of any improvements on Annette Island constructed by the U.S. prior to December 13, 1948.

19. In addition to paragraph 8 of this lease, the lessee agrees to the following:

- (1) If an appeal is filed by the lessor from a final decision of the contracting officer under the disputes clause of this agreement, denying a claim arising under the agreement simple interest on the amount of the claim finally determined owed by the lessee shall be payable to the lessor. Such

interest shall be at the rate determined by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat. 97, from the date the lessor furnishes to the contracting officer his written appeal under the disputes clause of this agreement, to the date of (1) a final judgement by a court of competent jurisdiction, or (2) mailing to the lessor a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a board of contract appeals.

- (2) Notwithstanding (1), above, (1) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal, and (2) interest shall not be paid for any period of time that the contracting officer determines the lessor had unduly delayed in pursuing his remedies before a board of contract appeals or a court of competent jurisdiction.

21. Nothing contained in this lease shall operate to delay or prevent a termination of Federal trust responsibilities with respect to the land by the issuance of a fee patent or otherwise during the term of the lease; however, such termination shall not serve to abrogate the lease. The Lessor and the Lessee and its surety or sureties shall be notified of any change in the status of the land.

22. While the leased premises are in trust or restricted status, all of the Lessee's obligations under this lease are to be the United States as well as to the owner of the land.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as to the date first above written.

METLAKATLA INDIAN COMMUNITY

By

Solomon Guthrie
Mayor

Justin Thompson
Secretary

FEDERAL AVIATION ADMINISTRATION

By

Howard Smith

Title

Contracting Officer

APPROVED:

DEPT. OF THE INTERIOR

By

John A. D. [Signature]

Acting Area Director

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

Lease No.: DOT-FA73-AL-8046
Annette Island Facilities

LEASE

between

METLAKATLA INDIAN COMMUNITY

and

THE UNITED STATES OF AMERICA

This LEASE, made and entered into this first day of December
in the year one thousand nine hundred and seventy-three
by and between The Metlakatla Indian Community

whose address is P.O. Box 8, Metlakatla, Alaska 99926

for itself and its heirs, executors, administrators, successors, and
assigns, hereinafter called the lessor, and the UNITED STATES OF AMERICA, hereinafter called the
Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and
agree as follows:

1. For the term beginning December 1, 1973 and ending June 30, 1974, the lessor
hereby leases to the Government the following described property, hereinafter called the pre-
mises, viz:

SEE ATTACHMENT A and B

a. Together with a right-of-way for ingress to and egress from the premises; a right-of-way or rights-of-way for establishing and maintaining a pole line or pole lines for extending electric power, and telecommunications facilities to the premises; and right-of-way for subsurface power, communication and water lines to the premises; all rights-of-way to be over the said lands and adjoining lands of the lessor, and unless herein described by metes and bounds, to be by routes reasonably determined to be the most convenient to the Government.

b. And the right of grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of air navigation and telecommunications facilities.

c. And the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which fixtures, additions, or structures so placed in or upon, or attached to the said premises shall be and remain the property of the Government, and may be removed upon the effective date of termination of this lease, or within 90 days thereafter, by or on behalf of the Government, or its grantees, or purchasers of said fixtures, additions, structures, or signs.

2. This lease may, at the option of the Government, be renewed from year to year and otherwise upon the terms and conditions herein specified. The Government's option shall be deemed exercised and the lease renewed each year for 1 year unless the Government gives the lessor 30 days written notice that it will not exercise its option before this lease or any renewal thereof expires; *PROVIDED*, that no renewal thereof shall extend the period of occupancy of the premises beyond the 30th day of June 19 93 ; *AND PROVIDED FURTHER*, that adequate appropriations are available from year to year for the payment of rentals.

3. The Government shall pay the lessor for the premises at the rate of one (1) dollar per acre with the total annual rental of _____ (\$ 153.66) for the term set forth in Article 1 above, and at the rate of (1) dollar per acre per year with the total annual rental of _____ (\$ 153.66) per year for each annual renewal exercised by the Government hereafter. Payments shall be made in arrears at the end of each leased year without the submission of invoices or vouchers.

4. The Government may terminate this lease, in whole or in part, at any time by giving 90 days notice in writing to the lessor, and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. No Member of Congress or Resident Commissioner shall be admitted to any share or part of this lease, or to any benefit to arise therefrom. Nothing, however, herein contained, shall be construed to extend to any incorporated company if the lease be for the general benefit of such corporation or company.

6. The lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, brokerage, percentage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the lessor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this lease without liability, or in its discretion to deduct from the contract price or consideration, the full amount of such commissions, brokerage, percentage, or contingent fee.

7. The Government shall surrender possession of the premises upon the expiration or the effective date of termination of this lease. If the lessor, by written notice at least 90 days before the expiration or the effective date of termination requests restoration of the premises, the Government at its option shall within ninety (90) days thereafter, or within such additional time as may be mutually agreed upon, either (1) restore the premises to as good condition as that existing at the time of the Government's entering upon the premises under this lease (changes to the premises in accordance with paragraph 1 above, ordinary wear and tear, damage by natural elements and by circumstances over which the Government has no control, excepted) or (2) make an equitable adjustment in the lease amount for the cost of such restoration of the premises or the diminution of the value of the premises if unrestored, whichever is less. Should a mutually acceptable settlement be made hereunder, the parties shall enter into a supplemental agreement hereto effecting such agreement. Failure to agree to any such equitable adjustment shall be a dispute concerning a question of fact within the meaning of Clause 8 of this lease.

8. (a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the lessor. The decision of the Contracting Officer shall be final and conclusive unless within 30 days from the date of receipt of such copy, the lessor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Secretary, Department of Transportation. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the lessor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the lessor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above: *Provided*, That nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

ATTACHMENT A

All that certain real property located within the Ketchikan Record District, First Judicial District, State of Alaska, more particularly described as follows:

VOR: Beginning at the intersection of the centerline of runways 2-20 and 12-30, proceed N28°41'W a distance of 7600 feet to a point; thence N61°19'E a distance of 1750 feet to the TRUE POINT OF BEGINNING;

thence East a distance of 2000 feet to a point;

thence North a distance of 2000 feet to a point;

thence West a distance of 2000 feet to a point;

thence South a distance of 2000 feet to a point being the TRUE POINT OF BEGINNING.

This tract having an area of 91.82 acres, more or less.

AND

REMOTE RECEIVER: Beginning at the intersection of the centerline of runways 2-20 and 12-30, proceed N28°41'W a distance of 3500 feet to a point, thence S61°19'W a distance of 705.5 feet to a point on the West boundary line of the Metlakatla Road right-of-way, being the TRUE POINT OF BEGINNING;

thence S61°08'33"W a distance of 1340 feet to a point;

thence N28°51'27"W a distance of 1500 feet to a point;

thence N61°08'33"E a distance of 1340 feet to a point on the West boundary line of the Metlakatla Road right-of-way;

thence S28°51'27"E a distance of 1500 feet along the West Boundary line of the Metlakatla Road right-of-way to a point, being the TRUE POINT OF BEGINNING.

This tract having an area of 46.14 acres, more or less.

M A M 6 . 8 . 8 8

AND

SBRA Range: Beginning at the intersection of the centerline of runways 2-20 and 12-30, proceed N28°41'W a distance of 13,700 feet to a point, being the TRUE POINT OF BEGINNING;

thence N79°W a distance of 500 feet to a point;

thence N11°E a distance of 660 feet to a point;

thence S79°E a distance of 660 feet to a point;

thence S11°W a distance of 660 feet to a point;

thence N79°W a distance of 160 feet to a point, being the TRUE POINT OF BEGINNING.

This tract having an area of 10.0 acres more or less.

AND

RCAG: Beginning at the intersection of the centerline of runways 2-20 and 12-30, proceed N28°41'W a distance of 13,000 feet to a point, thence N61°19'E a distance of 1100 feet to the TRUE POINT OF BEGINNING;

thence N45°E a distance of 500 feet to a point;

thence N45°W a distance of 500 feet to a point;

thence S45°W a distance of 500 feet to a point;

thence S45°E a distance of 500 feet to a point, being the TRUE POINT OF BEGINNING.

This tract having an area of 5.7 acres, more or less.

A paper survey has been utilized to establish all bearings and distances for the above listed legal descriptions.

RECEIVED
FEB 6 1966

ALD - ANN-0020-1000-1000

18. In addition to paragraph 1a of this lease, the lessor agrees to reserving to the Government the right of access to and the continued use of such utilities, power cables, telephone and/or other service lines or communications lines including associated structures as are presently established.

19. In addition to paragraph 1c of this lease, the lessor agrees that all fixtures, additions, structures, signs and other improvements now existing on the premises shall be and remain the property of the Government, and may be removed on or before the effective date of termination of this lease or within 365 days thereafter by or on behalf of the Government or its grantees or purchasers of said fixtures, additions, structures, signs and other improvements, provided that nothing in this lease shall be construed as dispositive of the question of ownership of any improvements on Annette Island constructed by the U.S. prior to December 13, 1948.

20. In addition to paragraph 8 of this lease, the lessee agrees to the following:

- (1) If an appeal is filed by the lessor from a final decision of the contracting officer under the disputes clause of this agreement, denying a claim arising under the agreement simple interest on the amount of the claim finally determined owed by the lessee shall be payable to the lessor. Such interest shall be at the rate determined by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat. 97, from the date the lessor furnishes to the contracting officer his written appeal under the disputes clause of this agreement, to the date of (1) a final judgement by a court of competent jurisdiction, or (2) mailing to the lessor a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a board of contract appeals.
- (2) Notwithstanding (1), above, (1) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal, and (2) interest shall not be paid for any period of time that the contracting officer determines the lessor had unduly delayed in pursuing his remedies before a board of contract appeals or a court of competent jurisdiction.

9. The deletion of the words "heirs, executors, administrators" from page one of this lease is correct as marked.

10. The Government shall indemnify and save harmless the lessor for and against all claims for compensatory money, damages for injury, or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of the Government while acting within the scope of his office or employment under circumstances where the Government, if a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing indemnity shall not extend to claims based upon acts or omissions of the Government's employees for which the Government would not be liable under the Federal Tort Claims Act of 1945 (28 U.S.C. 2671 et seq.) as now or hereafter amended. The lessor shall furnish the Government with reasonable notice of any claims made against the Government.

11. The Government is fully familiar with the physical condition of the property and has received the same in good order and condition. The Government shall use the property for the completion of the Government's mission and will not do or permit any act or thing which is contrary to any law, ordinance, rule, or regulation applicable to the property or which might impair the value or usefulness of the property or any part thereof, or which constitutes a public or private nuisance or waste.

12. The Government will, at its expense, keep the property in good and clean order and condition and will make all necessary or appropriate repairs or replacement.

13. The Government shall not assign this lease or enter into any sublease, concession agreement, or other contract providing for the use or occupancy of any part or all of the property without first obtaining the consent in writing of the lessor.

14. The lessor and/or its authorized representative may enter the property or any part thereof, while in the company of a representative of the Government, at all reasonable times for the purpose of inspecting the same.

15. The lessor will provide within its capabilities, during the terms of this lease, those utility services deemed necessary by the Government as are now or may become available.

16. It is agreed by both parties that individual utility contracts will be prepared at such time as they are required.

17. The lessor agrees that the lessee through any of its employees or agents shall at all times have the right to make nonexclusive use of the landing area of the airport without charge; Provided, however, the lessee shall be obligated, in the event its use of the landing area is substantial, to contribute a reasonable share of the cost of maintaining and operating the landing area, commensurate with the use made by it.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed
their names as to the date first above written.

SEAL

METLAKATLA INDIAN COMMUNITY

By _____
Mayor

Secretary

FEDERAL AVIATION ADMINISTRATION

By _____

APPROVED:

DEPT. OF THE INTERIOR

By _____

Document No. 19

AMENDMENT #1

THIS AMENDMENT to Lease No. DOT-FA73AL-8046, dated July 12, 1978, made and entered this 4TH day of AUGUST, 1986 by and between the Metlakatla Indian Community, whose address is P.O. Box 8, Metlakatla, Alaska 99926, hereinafter "Lessor" and the United States of America, hereinafter "Lessee", under and in accordance with the provisions of Federal law and regulations and 25 C.F.R. Part 162, formerly 25 C.F.R. Part 131;

WITNESSETH:

Effective July 12, 1978 Lease No. DOT-FA73AL-8046 is amended to include the land described as follows:

1. Directional Finder Site

Beginning at the south corner of the RCAG site as the point of beginning of this description; thence S 45o E 100.00 feet to a point; thence S 45o W 694.76 feet to a point; thence N 45o W 350.00 feet said point; thence N 45o E 694.76 feet to a point, said point being on the southwest property line of the RCAG site; thence S 45o E 250.00 feet to the point of beginning containing 5.58 acres more or less as shown on the Drawing No. ALA-ANN-040.000, marked as Exhibit B attached hereto:

2. 20 Foot Wide Cable R.O.W.

Centerline description; commencing at the west corner of the RCAG site as the point of beginning; thence West 735+ feet to the SBRA site containing 0.34 acres more or less as shown on Exhibit B.

3. The Lessee shall pay the Lessor for the above directional finder site and 20 foot wide cable r.o.w. the total annual rental of ONE THOUSAND and EIGHT HUNDRED and FIFTY DOLLARS (\$1,850.00) effective on July 12, 1978 until June 30, 1993 or termination of the lease as provided in paragraph no. 2, whichever comes first.

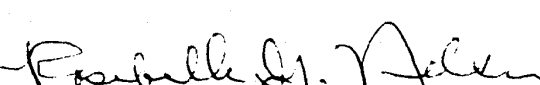
The rental for the above 2 parcels will be subject to review and adjustment at five-year intervals to reflect the economic conditions at such intervals. Such review shall give consideration to the economic conditions at the time, exclusive of improvement or development required by this contract or the contribution value of such improvements.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first hereinabove written.

LESSOR:

METLAKATLA INDIAN COMMUNITY


Harris L. Atkinson, Mayor


Rosebelle G. Nelson, Secretary
ecology and environment

STATE OF ALASKA)
)ss.
FIRST JUDICIAL DISTRICT)

ON THIS DAY, before me, the undersigned notary public, personally appeared Harris L. Atkinson and Rosebelle G. Nelson, known to me to be the Mayor and the Secretary of the Metlakatla Indian Community Council respectively, and who executed the foregoing instrument, and acknowledged to me that they signed the same freely and voluntarily, for the uses and purposes therein set forth.

WITNESS my hand and official seal the 4th day of August, 1986.

Burlington H. Wellington
Notary Public in and for Alaska
My commission expires: 1/22/90

LESSEE:

FEDERAL AVIATION ADMINISTRATION

Carla L. Follett

STATE OF ALASKA)
)ss
THIRD JUDICIAL DISTRICT)

ON THIS DAY, before me, the undersigned notary public, personally appeared CARLA L. FOLLETT known to me and to me known to be Contracting Officer, and who executed the foregoing instrument and they acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and official seal this 20 day of July, 1986.

James L. Oliver, Jr.
Notary Public in and for Alaska
My Commission expires: 9/4/89

The within lease is hereby approved pursuant to the authority delegated by Department Manual Release No. 1666, DMI, 10 BIAM 3.1, dated June 30, 1975.

APPROVED:

UNITED STATES DEPARTMENT OF THE INTERIOR

By: James L. Oliver, Jr.
Dated this 26 day of August, 1986.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF 1

1. AMENDMENT/MODIFICATION NO. 1	2. EFFECTIVE DATE 7/12/78	3. REQUISITION/PURCHASE REQUEST NO. N/A	4. PROJECT NO. (If applicable) N/A
5. ISSUED BY CODE	6. ADMINISTERED BY (If other than block 5) CODE		

Federal Aviation Administration
Alaskan Region
632 Sixth Avenue
Anchorage, Alaska 99501
AAL-58

7. CONTRACTOR NAME AND ADDRESS CODE	FACILITY CODE
-----------------------------------------------	----------------------

(Street, city, county, state, and ZIP Code)
Metlakatla Indian Community
P.O. Box 8
Metlakatla, Alaska 99926

8. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/>	DATED _____ (See block 9)
<input checked="" type="checkbox"/> MODIFICATION OF CONTRACT/ORDER NO. DOT-FA73AL-8046	DATED 12/1/73 (See block 11)

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods:
(a) By signing and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to _____
The Changes set forth in block 12 are made to the above numbered contract/order.
(b) ☐ The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.
☒ This Supplemental Agreement is entered into pursuant to authority of Basic Contract
It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

The contract referenced in block 8 above is hereby amended to include the land described as follows:

1. Directional Finder Site

Beginning at the south corner of the RCAG site as the point of beginning of this description; thence S 45° E 100.00 feet to a point; thence S 45° W 694.76 feet to a point; thence N 45° W 350.00 feet said point; thence N 45° E 694.76 feet to a point, said point being on the southwest property line of the RCAG site; thence S 45° E 250.00 feet to the point of beginning containing 5.58 acres more or less as shown on the Drawing No. ALD-ANN-040.000, marked as Exhibit B attached hereto:

2. 20 Foot Wide Cable R.O.W.

Centerline description: commencing at the west corner of the RCAG site as the point of beginning; thence West 735 + feet to the SBRA site containing 0.34 acres more or less as shown on exhibit B.

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. <input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT		<input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE	
14. NAME OF CONTRACTOR/OFFEROR Metlakatla Indian Community		17. UNITED STATES OF AMERICA BY <u>James L. Oliver Sr.</u> (Signature of Contracting Officer)	
15. NAME AND TITLE OF SIGNER (Type or print) <u>James L. Oliver Sr.</u> recycled paper		18. NAME OF CONTRACTING OFFICER (Type or print) JAMES L. OLIVER, SR. Contracting Officer	
16. DATE SIGNED <u>8-27-85</u>		19. DATE SIGNED <u>8/5/81</u>	

Document No. 20

AMENDMENT #2

THIS AMENDMENT to Lease No. DOT-FA73AL-8046, dated February 2, 1986, made and entered this 4th day of AUGUST, 1986, by and between the Metlakatla Indian Community, whose address is P.O. Box 8, Metlakatla, Alaska 99926, hereinafter, "Lessor", and the United States of America, hereinafter, "Lessee" under and in accordance with the provisions of Federal law and regulations and 25 C.F.R. Part 162, formerly 25 C.F.R. Part 131;

WITNESSETH:

Effective February 2, 1986 Lease No. DOT-FA73AL-8046 is amended to include the land described as follows:

Commencing at the centerline intersection of Runways 12-30 and 2-20, proceed N 28° 41' W along the extended centerline of Runway 12-30 a distance of 7600 feet to a point; thence N 61° 19' E a distance of 7600 feet to a point, said point is the southwest corner of the existing VOR tract; thence along the south boundary line of said VOR tract a distance of 362.55 feet to the TRUE POINT OF BEGINNING for this description; proceed thence South 200 feet to a point; thence East 200 feet to a point; thence North 200 feet to a point, said point is on the south boundary of the VOR tract; thence West along said boundary a distance of 200 feet to the TRUE POINT OF BEGINNING, containing 0.92 acres, more or less.

Paragraph no. 3 of Lease No. DOT-FA73AL-8046 is hereby amended to add as follows:

3. The Lessee shall pay the Lessor for the above 0.92 acre directional finder site the total annual rental of THREE HUNDRED and FIFTY DOLLARS (\$350.00) effective on February 2, 1986 until June 30, 1993 or termination of the lease as provided in paragraph no. 2, whichever comes first.

The rental for the above 0.92 acre parcel will be subject to review and adjustment at five-year intervals to reflect the economic conditions at such intervals. Such review shall give consideration to the economic conditions at the time, exclusive of improvement or development required by this contract or the contribution value of such improvements.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year hereinabove written.

Lessor:

METLAKATLA INDIAN COMMUNITY


Harris L. Atkinson, Mayor


Rosebelle G. Nelson, Secretary

STATE OF ALASKA)
)ss
FIRST JUDICIAL DISTRICT)

ON THIS DAY, before me, the undersigned notary public, personally appeared Harris L. Atkinson and Rosebelle G. Nelson, known to me to be the Mayor and the Secretary of the Metlakatla Indian Community Council respectively, and who executed the foregoing instrument, and acknowledged to me that they signed the same freely and voluntarily, for the uses and purposes therein set forth.

WITNESS my hand and official seal this 4th day of August, 1986.

Burlington A. Hillington
Notary Public in and for Alaska,
My commission expires: 1/20/90

LESSEE:

FEDERAL AVIATION ADMINISTRATION

Carla L. Follett

STATE OF ALASKA)
)ss
THIRD JUDICIAL DISTRICT)

ON THIS DAY, before me, the undersigned notary public, personally appeared CARLA L. FOLLETT known to me and to me known to be CONTRACTING OFFICER, and who executed the foregoing instrument and they acknowledged to me that they signed the same as then free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and official seal this 30 day of July, 1986.

James L. Oliver Jr.
Notary Public in and for Alaska
My commission expires: 9/4/86

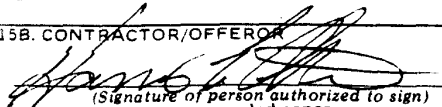
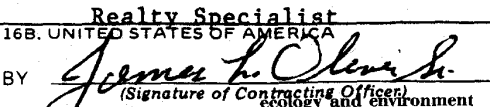
The within lease is hereby approved pursuant to the authority delegated by Departmental Manual Release No. 1666, DMI, 10 BIA 3.1, dated June 30, 1975.

APPROVED:

UNITED STATES DEPARTMENT OF THE INTERIOR

BY: Henry C. Alvarado Jr.

Dated this 26 day of August, 1986.

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT				CONTRACT ID CODE		PAGE OF PAGES	
						1 1	
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">2</div>		3. EFFECTIVE DATE 2/1/86		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY Federal Aviation Administration 1 C Street, Box 14 Anchorage, Alaska 99513 <div style="text-align: right;">CODE</div>				7. ADMINISTERED BY (If other than Item 6) <div style="text-align: right;">CODE</div>			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Metlakatla Indian Community P.O. Box 8 Metlakatla, Alaska 99926				(y)			
				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. DOT-FA73AL-8046			
				10B. DATED (SEE ITEM 13) 12-1-73			
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
<input checked="" type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
<input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <div style="margin-left: 20px;">basic agreement</div>							
<input type="checkbox"/> D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>2</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
The contract referenced in Block 10A above is hereby amended to include land for a Direction Fidner Site as described on attached Exhibit "A" and shown on Drawing No. ALD-ANN-040.001 marked Exhibit "B" containing 0.92 acres of land.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				James L. Oliver, Sr. Realty Specialist			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
 (Signature of person authorized to sign)		8-29-86		 (Signature of Contracting Officer)		2/3/86	
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE		30-105		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA. FAR (48 CFR) 53.212			

Document No. 21

U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

LEASE AMENDMENT #3

THIS AMENDMENT to Lease No. DOT-FA73AL-8046, Dated October 1, 1986, made end entered into this 2nd day of NOVEMBER, 1986, by and between the Metlakatla Indian Community, whose address is P.O. Box 8, Metlakatla, Alaska 99926, hereinafter "Lessor", and the United States of America, hereinafter "Lessee", under and in accordance with the provisions of Federal law and regulations and 25 C.F.R. Part 162, formerly 25 C.F.R. Part 131;

W I T N E S S E T H :

Effective October 1, 1986 Lease No. DOT-FA73AL-8046 is amended as follows:

1. Paragraph No. 1 of Lease Amendment #1, referring to a Directional Finder site containing 5.58 acres, is hereby deleted.
2. Paragraph No. 3 of Lease Amendment #1, referring to annual rental is hereby amended to read:

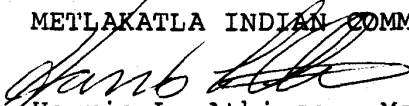
The Lessee shall pay the Lessor for the above 20 foot right-of-way the total annual rental of FIFTY and 00/100 DOLLARS (\$50.00) effective on October 1, 1986 until June 30, 1993 or termination of the Lease as provided in paragraph No. 2, whichever comes first.

The rental for the above parcel will be subject to review and adjustment at five-year intervals to reflect the economic conditions at such intervals. Such review shall give consideration to the economic conditions at the time, exclusive of improvement or development required by this contract or the contribution value of such improvements.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first hereinabove written.

LESSOR:

METLAKATLA INDIAN COMMUNITY


Harris L. Atkinson, Mayor


Rosebelle G. Nelson, Secretary

STATE OF ALASKA)
FIRST JUDICIAL DISTRICT) ss.

ON THIS DAY, before me, the undersigned Notary Public, personally appeared Harris L. Atkinson and Rosebelle G. Nelson, known to me and to me known to be the Mayor and Secretary of the Metlakatla Indian Community respectively, and who executed the foregoing instrument and acknowledged to me that they signed the same as the authorized act of the Community.

WITNESS my hand and official seal this 18th day of November, 1986.

Burlington L. Wellington
Notary Public in and for Alaska
My Commission expires: 1/20/90

LESSEE: *Carla R. Follett*

FEDERAL AVIATION ADMINISTRATION

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

ON THIS DAY, before me, the undersigned Notary Public, personally appeared *Carla R. Follett*, known to me and to me known to be a *Contracting Officer for FAP*, and who executed the foregoing instrument and acknowledged to me that he/she signed the same as the authorized act of the Federal Aviation Administration.

WITNESS my hand and official seal this 21st day of November, 1986.

James L. Cleary, Jr.
Notary Public in and for Alaska
My Commission expires: 9/4/89

APPROVED:

The within lease amendment is hereby approved pursuant to the authority delegated by Departmental Manual Release No. 1666, DMI, 10 BIAM 3.1, dated June 30, 1975.

UNITED STATES DEPARTMENT OF THE INTERIOR

Henry C. Alameda, Jr.
Henry Alameda, Bureau of Indian Affairs

DATED on this 25 day of November, 1986.

Document No. 22

AMENDMENT OF SOLICITATION MODIFICATION OF CONTRACT

CONTRACT ID CODE

PAGE OF PAGES

1 1

2. AMENDMENT/MODIFICATION NO.

4

3. EFFECTIVE DATE

9/6/89

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

7. ADMINISTERED BY (If other than Item 6)

CODE

General Aviation Administration
Real Estate & Utilities Branch
222 W. 7th, #14
Anchorage, Alaska 99513-7587

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

Metlakatla Indian Community
P.O. Box 8
Metlakatla, Alaska 99926

(✓)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

DOT-FA73AL-8046

X

10B. DATED (SEE ITEM 13)

December 1, 1973

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X Basic contract

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The contract referenced in Block 10A above is further modified as follows:

The paragraph titled "Remote Receiver" containing 46.14 acres is hereby deleted.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

Harris L. Atkinson, Mayor

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Alice L. Salzman, Realty Specialist

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

9-13-89

16B. UNITED STATES OF AMERICA

BY Alice L. Salzman (Signature of Contracting Officer)

16C. DATE SIGNED

9/6/89

NSN 7540-01-152-8070 recycled paper
PREVIOUS EDITION UNUSABLE

Exception to Standard Form 30 approved by OIRM 3/84

30-105

ecology and environment

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

Document No. 23

FEDERAL AVIATION ADMINISTRATION
ALASKAN REGION
222 W. 7th Ave., #14
Anchorage, Alaska 99513-7587

Contract No. DTFA04-89-B-89008

TRANSFER AGREEMENT

THIS AGREEMENT, entered into this 13th day of September 1989, by and between the United States of America, Department of Transportation, Federal Aviation Administration, Alaskan Region, hereinafter referred to as the FAA, as represented by the Contracting Officer executing this Agreement on FAA's behalf, and Metlakatla Indian Community, Metlakatla, Alaska, hereinafter referred to as Metlakatla:

WHEREAS, the FAA owns certain real property located at Annette Island, Alaska which is now excess to FAA needs; and

WHEREAS, Metlakatla has a requirement and desires to acquire the ownership of the excess real property; and

WHEREAS, it has been determined to be in the best interest of the parties concerned to transfer said property;

NOW THEREFORE, pursuant to the Federal Property Management Regulations we are hereby transferring the following described property in lieu of restoration of the land:

Building Number 411, concrete block, concrete floor and foundation, flat roof, 4' x 6' entrance wing and all associated real property.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Metlakatla Indian Community

Federal Aviation Administration

By: [Signature]

By: Alice L. Salzman

Title: 9-13-89/mayor

Title: Contracting Officer